



CPR.17 15/16
Corporate Policy and Resources Committee
Date 30 July 2015

Subject: Replacement CMS (Website)

Report by:

Director of Resources

Contact Officer:

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Purpose / Summary:

To report on progress made to procure through partnership arrangement with CoL and NK for a replacement CMS (Website).

RECOMMENDATION(S):
Members to acknowledge the work of the team and support the tripartite arrangement, with North Kesteven and City of Lincoln.

IMPLICATIONS

Legal: A partnership agreement will be signed between West Lindsey and partners to jointly procure, implement and deliver a CMS system.

Financial :

Reserve Budget Item of £75,000 has been approved at 18 July 2015 P&R Committee

Staffing : Existing staff not affected.

Equality and Diversity including Human Rights :

All software development is carried out in conjunction with existing guidelines on accessibility.

Risk Assessment :

Risk of not continuing with the three district partnership for joint procurement leaves WL at risk of not having a website by March 2016.

Climate Related Risks and Opportunities :

Not applicable

Title and Location of any Background Papers used in the preparation of this report:

Committee Report presented to P&R Brief previous to 3 June

Committee Report presented to P&R Committee –18 June

Committee Report presented to P&R Brief – 17 July (matters arising item from 18-6-15)

Presentation to Prosperous Committee – 22 July

Committee Report presented to P&R Committee – 30 July (matters arising item from 18-6-15)

Call in and Urgency: Is the decision one which Rule 14.7 of the Scrutiny Procedure Rules apply?

i.e. is the report exempt from being called in due to urgency (in consultation with C&I chairman)

Yes

No

Key Decision:

A matter which affects two or more wards, or has significant financial implications

Yes

No

1.0 Introduction

1.1 At its meeting in June the committee resolved release a budget of upto £75,000 from the approved Ear-marked Reserves to procure a replacement Content Management System (CMS) (Website). This report has been prepared to address some of the issues raised at that meeting.

1.2 During the meeting Members raised a question as to why we were not working with the County Council on this matter as they are also procuring a new CMS as part of their arrangement with Serco. This paper provides information around the discussions to date with the LCC and to provide more details around the progress made so far, the future partnership arrangements and implementation of the new CMS system.

1.3 Members also asked for more information supporting the amount being requested. The figure of £75,000 was an estimate based on previous experience of projects of this nature. Each of the three districts have made similar provision. The tender documentation has been clear with regard to the available budget for this project.

2.0 Detailed Background

2.1 The timeline for the replacement website started as far back as July 2013 with Lincolnshire County Council (LCC), City of Lincoln (CoL), North Kesteven (NK), and West Lindsey (WL) attending meetings to discuss a replacement CMS system. These meetings continued through to September 2014, when the districts became concerned that if we continued with LCC that there was significant doubt that we would have a working website in place by March 2016.

2.2 In February 2014 it was agreed for the districts and the LCC to upgrade the existing CMS software and purchase orders were raised and paid for to upgrade. In April 2014 these were cancelled and refunds made as LCC had decided not to progress the upgrade in view of their own CMS system becoming available soon in the new year. The three districts were not aware of these timescales, and had not been involved in these discussions.

2.3 The existing contract with LCC and Abacus would cease on 31 March 2015, this was subsequently extended to March 2016 as a result of direct negotiations between the districts and Abacus. This re-emphasised to the districts' officers that we need greater involvement in our own future.

2.4 During this time several discussions with officers from CoL, NK, WL and LCC as the LCC project officer was not able to provide many details around their CMS project, and could not provide information or documents. District officers recognised this was due to the activities around the larger contract and not the unwillingness. However District Officers were concerned about meeting the district requirements without access to the documents.

2.5 In December 2014, the three districts were advised that Serco would be working solely with LCC to get their website implemented and the timescales to start looking at the districts' sites would be after LCC had gone live in November

2015, an indication at the time was that the Districts were likely to go live approximately 9-12 months after that time. This would take us to September-December 2016. This would have considerable risks for the districts and therefore the officers agreed to start their own process of procuring the website.

2.6 The timelines around the three district partnership show that since the decision was made in December 2014, consultation with officers and the Member Champion at each district has been carried out, and their views provided valuable information towards drawing up a very detailed specification, see appendix A. The procurement process was started, and has progressed through the PQQ stage and the ITT stage, and are currently evaluating the tenders and have viewed the presentations. Agreement between the three districts as to which is the preferred supplier will take place beginning of August.

2.7 The recent discussions with LCC Officers have established the following position:

- 1 – Officers at County are wishing to work in partnership with Districts.
- 2 – The proposed approach is for the County Officers to progress their activities in the interests of LCC with sessions with District Officers at appropriate stages to take on board their views.
- 3 – As the County completes its work then the product will be made available for use by the Districts.

With regard to the CMS, it is expected that the CMS platform will be available from December 2015 however it is not possible to assess the work required by the Districts to achieve a March 'Go-Live' at this stage.

2.8 The project to deliver the technology (for LCC and districts) is expected to be complete in December 2015. Each authority (county and districts) will need to run their own project – with co-operation – to ensure joined up citizen information including reviewing current content for migration or updating. The content review projects can start now but the end date for each will be very much down to the amount of resource each authority can put into this, this is not a technical issue so a supplier will have minimal involvement.

2.9 The solution being implemented is extremely flexible, and is being designed to allow each authority to undertake its own development of look and feel, functionality and layout – whilst ensuring a commonality of search results and access to citizen information. Each authority is able to engage their own resources, and necessary technical support, to manage their own development projects and manage their own timescales.

2.10 We have received assurance from the LCC's Chief Information Officer that migration of the districts' existing data/content in line with the LCC's data. Whilst there would be considerable look and feel development as well as re-organisation of data and we are assured that we could engage our own resources should Serco and its sub-contractor be unable to provide resources.

2.11 As the County Council will be undertaking all development and maintenance contracts directly, any agreement in regard to Districts would need to be considered on a case by case basis. The exact scope of these arrangements would form part of the agreements reached and cannot be detailed at this time, and require development, costs cannot be stated at this time.

3.0 The Benefits Derived from the Tripartite approach

The close working of officers from the three districts has provided the following advantages

- Continued shared arrangement with NK for the management of the website, currently provided by West Lindsey, and maintain the close working relationship across both sites.
- Pooling technical skills from CoL with the design and customer centric skills from NK/WL
- Provides resilience across the three districts for times of leave or sickness for the more technical elements.
- Core architecture of the website can be developed jointly across the three districts as there are more common areas and similarities between the districts, and devolved into each site
- Absorption of micro-sites and ability to isolate branding if required, with no additional costs.
- More freedom to develop ad-hoc elements of the website without a rigid change control system, allowing us to respond immediately to emergency issues.
- Direct support with supplier in case of downtime or performance issues, and not via third party provider.
- The ability to upgrade to the latest technology and platform to meet the needs of the sharedlincs network without third party provider intervention
- The ability to integrate our own address database to provide intelligent datasets for our customers use, with a live view between the systems.
- The ability and freedom to integrate our existing functionality with our own websites without incurring extra costs, such as electronic forms, citizen portals and online mapping.
- Federated search is still possible across the three districts and can include the LCC site.

4.0 Current Position and next steps

4.1 Relationship with City of Lincoln and North Kesteven.

The continued shared arrangement with NK for the management of the website, currently provided by West Lindsey, maintains the close working relationship with a neighbouring authority. The benefits of sharing the System Development Officer is to provide consistent style of content delivery, and ensures customer journeys are developed to conform with accessibility standards. Projects can be shared and delivered at both sites, without doubling the efforts required, as well as cost benefits for both councils.

4.2 The relationship with CoL has always been on a more informal basis, but at times of need we have provided each other with extra support and assistance. The technical skills that CoL bring to the project complements the customer centric and design skills that WL/NK can provide.

4.3 Timeline for remainder of project

The timeline to deliver the replacement CMS for the Tripartite project will ensure a live website will be available to districts around November / December this year. After the preferred supplier is appointed, implementation and design is being carried out during August/September with data migration, further development and training taking place in October.

4.4 How the specification will deliver a website that meets our current needs and our future needs

The specification and requirements for the new website and CMS project is the product of several months of research, fact finding and collaboration between all districts.

4.5 We have critically reviewed our current system, website and contract to identify current weaknesses and strengths. We have communicated and met with employees from all levels and sections of each business and members to determine what functions are required and desired for the future ambitions of each department.

4.6 The specification (Appendix A) has been developed with the future at the forefront of our minds, with the likelihood of further budget pressures it is of paramount importance that the product is easy to develop and manage to keep ongoing costs down and is able to support increased digital services

4.7 Based on this we have developed a set of essential criteria that the awarded supplier must provide. A few examples of functions that we currently do not have that are included as essential criteria are:

- A platform with a high level of flexibility within the CMS and Website with regards to direct code editing.
- A platform that will integrate its search with several other systems to enable users to be signposted quicker and faster to relevant content no matter which system the content is on. This would allow what is known as a federated search with the LCC.
- A platform that will be device responsive; so that all users - no matter what device - will be able to effectively navigate and use the website to its full potential.
- A platform that enables us to create and optimise landing pages to more efficiently convert website traffic to conversions on our respective online services and self-serve portals.

4.0 Conclusion

4.1 It is still difficult to have confidence that a partnership arrangement with LCC will deliver a working website by March 2016. Information from the County has been received once LCC has made its decisions. And it seems that our requirements are a secondary consideration with regard to the development. I am convinced that in this instance we are in a better position if we control our own destiny and are treated as equals with our partners and not a secondary consideration.

4.2 I do think that we need to work closely with LCC on the development of citizen centred functionality such as federated search and a seamless resident account and believe these can be achieved with either approach.

4.3 The district specification has included the requirement for a federated search but at this stage it is unclear how a resident account would be handled. It is likely with our existing customer portal "Self" that it can be integrated to many back office systems, and we would seek to integrate where possible with the LCC portal.

4.4 With regard to the cost of the system the £75k is an estimate and we will only know the final cost when the tender process has completed. The specification has been provided in appendix A. The pricing will not exceed £75k.

PROCUREMENT LINCOLNSHIRE

Together we are stronger



Request for Quotation for the supply and/or provision of

Website, CMS and Intranet Services

Contract Ref PL14/136

Issue Date: 29/04/15

Closing Date: 27/05/15

Version: 2

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SECTION 1 – INFORMATION FOR SUPPLIERS

1 INTRODUCTION

1.1 Procurement Lincolnshire is a Shared Service partnership between all eight local authorities in Lincolnshire. The members are City of Lincoln Council, East Lindsey District Council, North Kesteven District Council, South Holland District Council, South Kesteven District Council, West Lindsey District Council and Lincolnshire County Council who formally host the service on behalf of the member partners.

1.2 Procurement Lincolnshire has been established to deliver two very clear priorities:

- **Delivery of year on year financial efficiencies, but not at the cost of quality;**
- **Embracing and promoting sustainable procurement**

1.3 All eight of the partner authorities are fully committed to these priorities through their adoption of a single Sustainable Procurement Strategy which applies across Lincolnshire (available at www.procurementlincolnshire.co.uk). By local authorities jointly working together, we aim to secure all the benefits of collaboration which include economies of scale, standardisation of requirements and more sustainable procurement.

1.4 Suppliers responding to this opportunity should carefully consider how their response can align with our priority areas. As a minimum, we expect our suppliers to respond with market leading pricing structures which reflect the considerable scope of the commercial opportunities we offer. Additionally, wherever there is an opportunity for a sustainable solution, suppliers are strongly encouraged to offer such solutions where permitted within the scope of the individual contract requirements. Further information on sustainable procurement is available on our web-site home-page and suppliers are encouraged to review this.

1.5 It should be noted that we work very closely with our member authorities to secure their support for our contracts - potential suppliers should be mindful of this when participating in a Procurement Lincolnshire procurement opportunity. **Suppliers should, also, treat this contract as a ‘one-shot’ opportunity and are reminded that the EU procurement regime prevents us from negotiating on commercial aspects of any supplier’s offer – hence, suppliers should always treat their tender submission as a “best and final offer” process.**

1.6 Procurement Lincolnshire will be managing the procurement process on behalf of City of Lincoln Council, North Kesteven District Council and West Lindsay District Council.

1.7 The tender documentation may vary in detail, but we will:

- avoid over specifying a requirement,

- invite a sufficient number of suppliers to ensure fair competition, but remove barriers to participation by small suppliers without discriminating against larger suppliers
- provide clear documentation
- give all suppliers equal opportunity
- provide feedback to unsuccessful Suppliers

2 THE REQUIREMENT

- 2.1 Quotations are invited in respect of Website, CMS and Intranet Services. The successful supplier will be responsible for providing this requirement, liaising closely with the Contract Manager Amy-Kate Wych.
- 2.2 The partnership is looking to invest in replacement websites and CMS (Contract Management System), with additional opportunities to supply an intranet system if appropriate. The partnership has aligned strategic aims for the future of their online offerings and wishes to realise potential in working together to achieve these. Current websites: www.lincoln.gov.uk, www.n-kesteven.gov.uk, www.west-lindsey.gov.uk
The Council's detailed requirements are defined in the Specification at Section Three A
- 2.3 The Contract will be let for an initial period of 36 months intended to commence on 1st July 2015 with the option to extend for 2 further periods of 12 months up to a maximum contract period of 5 year.

3 INDICATIVE PROCUREMENT TIMETABLE

- 3.1 The procurement is intended to follow the time-line below:

1	Request for Quotation Issued	1 st May 2015
2	Deadline for Questions about the requirement	22 nd May 2015
3	Deadline for Bids	29 th May 2015
4	Evaluation	18 th June 2015
5	Interviews / Presentations	Week Commencing 8 th June 2015
6	Contract Awarded	19 th June 2015
7	Initial Project Meeting	Week Commencing 22 nd June 2015
8	Contract Start	1 st July 2015

- 3.2 Please note the Council reserves the right to amend this time-table and steps 4, 5, 6 and 7 are provided for indicative purposes only.
- 3.3 Following submission of your written quotations, some Suppliers may be asked to attend a clarification interview / presentation to the evaluation panel. This will help to clarify any points arising from the written bids and scores may be adjusted as a result of the interview / presentation. Actual dates for presentations will be agreed with Suppliers in due course and will be held within Lincolnshire. The Interviews / presentation may or may not be held depending on the outcome of the initial evaluation. The council will invite the 6 highest scoring Suppliers to

attend clarification questions; however the council reserves the right to select which suppliers it invites to attend the clarification meeting.

4 OVERVIEW OF THE PROCESS

- 4.1 A two stage process is being used. Stage one of this process comprises of an initial assessment as detailed in 'Evaluation of Quotations'. Only those passing the initial assessment will go through to stage two which is the evaluation of the proposed working method questions and / or pricing schedules.

5 EVALUATION OF QUOTATIONS

- 5.1 An initial examination will be made to establish the completeness of submitted quotations.
- 5.2 The evaluation of submissions will be based upon two stages, Business Information Assessment and Award Criteria. Those submissions that pass the Assessment criteria will then be evaluated against the award criteria. Those deemed not to meet the Assessment Criteria will not be considered further.
- 5.3 Suppliers should note that regardless of a bid's overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness (i.e. that a score of 0-1 is achieved on more than one occasions for any Proposed Working Method question) which is likely to impact adversely upon the supply of the goods and/or services, then grounds will exist to exclude the bid from further consideration.
- 5.4 Throughout the evaluation process, the council reserves the right to seek clarifications from Suppliers, where this is considered necessary to achieve a complete understanding of the bids received. In any event, should the evaluation panel, in its reasonable judgement, identify a fundamental failing or weakness in any quotation, then that quotation may, regardless of its other merits, be excluded from further consideration.

Assessment Criteria

- 5.5 A range of pass / fail assessment criteria will be applied to the responses given by Suppliers to the Business Information section of Request for Quotation document. The assessment criteria are the minimum standards which the Council require its Suppliers to meet or exceed. The assessment criteria will be evaluated using a pass/fail method.
- 5.6 Whilst it is unlikely that any organisation which fails on any of the assessment criteria below will proceed to the next round of evaluation, Procurement Lincolnshire reserves the right to seek explanation from an organisation as to the incomplete nature of its tender and ask for clarification and / or submission of additional or missing information where there is a mitigating explanation as to the omission, such as mistake or issues beyond the control of the organisation. This does not create a legal obligation for Procurement Lincolnshire to make such a request and each case will be considered on its

own merits and with regard to the risks and implications involved should Procurement Lincolnshire decide to proceed.

Assessment Criteria		Assessment
Completion of Quotation Documents	Suppliers must submit a fully complete quotation. This includes Section 4: Supplier Response, Section 5: Pricing Schedule, Section 6: Payment Details and Section 7: Contract Conditions Acceptance and (if applicable) Section 8: Freedom of information Disclosure form A quotation that is incomplete or without the appropriate signatures will fail.	Pass / Fail
Supplier Response Section A: Company Details	Supplier must submit full company details. Any supplier who does not meet this minimum standard will fail.	Pass / Fail
Supplier Response Section B: Professional Standing	Suppliers must answer all questions contained within the Professional Standing section. Any Tenderer who has been convicted of any of the offences listed in this Section will fail.	Pass / Fail
Supplier Response Section C: Financial Standing	Any Supplier providing less than satisfactory accounts/figures or documentation in this section and therefore giving rise to concerns that cannot be satisfied regarding their financial standing, will fail.	Pass / Fail
Supplier Response Section D: Contract Performance	Organisations must demonstrate sound contract performance, with No to all questions in this section, or full satisfactory explanation details. Any supplier who does not demonstrate this will fail.	Pass / Fail

Assessment Criteria		Assessment
Supplier Response Section E: Insurances	For insurance cover, suppliers must have in place the levels specified in Part E of the Business information responses or be willing to have the levels stated if they are successful on being awarded the contract. Any supplier who does not meet the minimum insurance levels and is not willing to obtain the insurance policies required if awarded the contract will fail.	Pass / Fail
Part F: Environmental Management	Organisations must demonstrate a sound Environmental Management track record with No to all questions in this section, or full satisfactory explanation details. Any Supplier who does not demonstrate this will fail.	Pass / Fail
Part G: Equality & Diversity	Organisations must demonstrate a sound Equality and Diversity track record with No to all questions in this section, or full satisfactory explanation details. Any Supplier who does not demonstrate this will fail.	Pass / Fail

5.7 If the situation arises where no suppliers meet the minimum requirements, the Council reserve the right to cancel or restart the tender process.

5.8.1 All suppliers must submit a bid for lot 1 and then have the option to submit for lot 2. No bids submitted for lot 2 only will be considered.

Award Criteria

5.9 The Council will accept the Quotation which is the most economically advantageous, i.e. a balance between cost and quality.

5.10 If a Quotation submission meets the minimum requirements of the Assessment Criteria as detailed above, it will then be evaluated using the Suppliers Responses to the Proposed Working Methods (Section 4) and Pricing Schedule (Section 5).

5.11 The Award Criteria will be scored out of 100%, with bids evaluated on the following basis:

Prices and Costs	40 %
Quality (Working Method Statements)	60 %

Price – 40%

- 5.12 Price will be usually be evaluated using the methodology below.
- 5.13 In the example below, price accounts for 40% and therefore the quality aspect would be marked out of the remaining 60%.
- 5.14 The maximum price % is given to the lowest submitted price. Other price scores will be calculated as a percentage of the maximum score based on their price in relation to the lowest price.
- 5.15 For example, in the table below Supplier 3 has submitted the lowest price and therefore receives maximum points. Supplier 1 has submitted a price 25% higher and therefore receives a score 25% lower.

Supplier	Price	%
1	£125,000	30
2	£185,000	6
3	£100,000	40
4	£150,000	20
5	£225,000	0 *

*If a bid is more than twice the amount of the lowest price the equation will produce a negative number, in this case the bids score 0 points. **Please note the figures used in the above table are purely for example purposes only and are not a reflection of anticipated tender prices.**

- 5.16 Further detailed explanation can be found at Appendix One.

Zero Bids

- 5.17 In the event that a price bid of zero (£0.00) is received by a supplier then the evaluation panel reserves the right to use an alternative pricing methodology. In these instances, one of the following methods will be applied.
- CIPFA Method – this method uses the mean price for the base calculation, i.e. the mean price scores half the points allocation.
 - Recalibrated Scale – this method allocates scores on a sliding scale.
- 5.18 Where an alternative methodology is used we will update Suppliers in their feedback and show both methods of price scoring. For further details of alternative pricing mechanisms please see Appendix One.

Quality – 60%

- 5.19 Suppliers will be scored on their responses to the Proposed Working Method Questions (Section 4) in relation to the requirements of the specification. The weighting applied to each of the quality sub criteria is shown in the table below

Number	Methodology Statement	Weighting
1	3 Examples	5%

2	Return on Investment	4%
3	Channel Shift	4%
4	Timeline	4%
5	Personnel	4%
6	Adapting to Digital Landscape	4%
7	Contingency Planning	5%
8	Response Times	5%
9	Out of Office	5%
10	Uptime	5%
11	Requirements	Not Scored
12	Shared Service	5%
13	Customisation	5%
14	Lot 1 – Desirable Elements	5%
15	Lot 2 – Desirable Elements	Not Scored

5.20 The quality element of the quotation will be scored using the following scale of awarding marks between 0 and 4:

0	Completely unsatisfactory/unacceptable response No response to the question or serious deficiencies in meeting the required standards.
1	Poor response The response is partially compliant with some shortfalls in meeting the required standards.
2	Acceptable response The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature.
3	Good response The response is fully compliant and clearly indicates a full understanding of the contract. The required standards consistently deliver all the required contract standards.
4	Excellent response The response is fully compliant and indicates the ability to exceed the required standards of the contract.

5.21 The winning quotation is the one which scores the greatest overall mark once the Price and Quality scores have been combined. A copy of the quality evaluation matrix can be found at Appendix Two.

5.22 The Council reserves the right not to award the contract either lot to any Supplier.

5.23 The Evaluation Matrix at Appendix Two sets out how each 0 to 4 score is factored to a given percentage weighting for each specific question given in the Proposed Working Methods element of Section 4.

SECTION 2 – INSTRUCTIONS TO SUPPLIERS AND CONDITIONS OF QUOTATION

1 GENERAL INSTRUCTIONS

Definitions

- 1.1 Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Request for Quotation document.
- 1.2 “Council”, “Customer” and “Contracting Authority” means the organisation that is seeking to award a contract.
- 1.3 “Supplier” means the organisation submitting the Request for Quotation document.

General Instructions

- 1.4 Quotations must be submitted in accordance with the following instructions and conditions. Any Suppliers that do not comply with these instructions or conditions may have their Quotation rejected.
- 1.5 The Council reserves the right to disqualify any submission which is incomplete or not in accordance with paragraph 1.4 above.
- 1.6 Prospective suppliers should be aware that canvassing (i.e. seeking the support of influential persons within the purchasing organisation) will lead to disqualification.
- 1.7 The information that Suppliers give in response to the Request for Quotation forms part of the legal representations of the Suppliers organisation during the procurement process. Any findings of misrepresentation may result in any subsequent contract being terminated.
- 1.8 The supplier’s written response to any information required by the Council will be taken into account in the evaluation of competing Quotations and if approved, will be binding but will not detract from the Specification nor Conditions of Contract.
- 1.9 Suppliers should note that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.
- 1.10 Suppliers are advised that any contract(s) resulting from this procurement exercise will be subject to conditions which require the Supplier, as an employer, to comply with all statutory obligations to staff (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.

- 1.11 The Council does not bind itself to accept any offer resulting from the Request for Quotation and reserves the right not to award any contract under this procurement process.

Freedom of Information

- 1.12 The Supplier acknowledges that the Council is obliged under the Freedom of Information Act (FOIA) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this invitation to tender process. The Supplier therefore accepts and acknowledges that the decision to disclose information and the application of any exemptions will be at the Council's sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may be applied to protect the supplier's legitimate commercial and trade secrets.
- 1.13 Suppliers should state at Section 8 if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers should state why they consider the information to be confidential or commercially sensitive and for how long.
- 1.14 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

Information, Costs and Expenses

- 1.15 The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the supplier in connection with the preparation and submission of the tender will be borne by the supplier.
- 1.16 Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
- 1.17 If a supplier fails to provide fully for the requirements of the Specification in the Tender it must either:
- (a) absorb the costs of meeting the full requirements of the Specification within its tendered price; or
 - (b) withdraw its Tender.

Research and Investigation

- 1.18 The Supplier will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

- 1.19 The Supplier shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

2 COMPLETING THE FORM

- 2.1 **Failure to complete the form as instructed may result in your submission being rejected.**
- 2.2 Quotations must be submitted on this Request for Quotation Document, in Word format (unless otherwise specified), which must be duly completed and signed where appropriate. These include the:
- (a) Supplier Responses,
 - (b) Pricing Schedule,
 - (c) Payment Details,
 - (d) Contract Conditions Acceptance
- 2.3 When completing this document you may enlarge the answer boxes to ensure you have sufficient space to respond. **Please do not alter or amend the form in any other way.**
- 2.4 The form must be completed even if your organisation has previously worked with the Council or submitted a Quotation, a Tender or Pre-Qualification Questionnaire to Procurement Lincolnshire – cross-referencing to previous submissions will not be sufficient.
- 2.5 **Please answer every question as instructed to do so.** Do not assume that the officers evaluating the form will know about your organisation or the work that you do, and answer the questions as fully as possible within any given constraints.
- 2.6 If the question does not apply to you please write N/A; if you don't know the answer please write N/K. When posed with Yes / No questions please edit your answer as appropriate. All figures should be in full, i.e. £3,500,000 not £3.5 million and in GBP.
- 2.7 Unless instructed otherwise, **please give details that specifically relate to your organisation and not to the whole of the group** where your organisation forms part of a group. Any information submitted in response to this document must relate to the applicant only, the applicant being the organisation that it is proposed will enter into formal contract with the Council if awarded the contract.

- 2.8 **Where a consortium or sub-contracting approach is proposed, all information requested should be given** in respect of the prospective main Supplier or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the Services under any ensuing Contract. Responses must enable the Council to assess the ability of the consortium or sub-contractor to deliver the contract.
- 2.9 Where the prospective supplier(s) is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.
- 2.10 The Council recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Suppliers should therefore respond in light of arrangements currently envisaged. Please provide details of the proportion of any contract awarded under this Contract that the prospective partner proposes to subcontract.

Variant Bids

- 2.11 No variant bids will be accepted.

Signatures

- 2.12 Where required, the Invitation to Tender Document must be signed in accordance with the options below:
- (a) where the Supplier is an individual, by that individual; OR
 - (b) where the Supplier is a partnership, by two duly authorised partners; OR
 - (c) where the Supplier is a limited company, by a director duly authorised for such purposes.
- 2.13 You may submit electronic or typed signatures. However, should you be successful, you will be required to resign all declarations that form part of the contract with an original signature.

Supporting Documents

- 2.14 In order to simplify this process, **you should not provide supporting documents**, for example, accounts, certificates, statements or policies **unless specifically requested to do so**. Instead, we may ask you to provide a statement regarding your approach to various aspects or a summary of your policies. This is because we do not have the resources or time available to read every document submitted by every supplier. However, **the purchasing organisation may ask to see these documents at a later stage** so it is advisable that you ensure they can be made available upon request. You may also be asked to further clarify your answers or provide more details.

3 SUBMITTING THE FORM

- 3.1 Quotations should be submitted electronically no later than the 29th May 2015 through the Delta Tenderbox which is a secure exchange module of the Delta e-sourcing suite. Submissions via the electronic Tenderbox cannot be accessed or opened by the Contracting Authority until after the deadline has expired. No documents can be uploaded to the Tenderbox after the deadline has expired; therefore there is no penalty for returning a submission early! It is strongly recommended that your submission is uploaded well before the deadline to ensure that failure of ICT/Servers/PC/laptop or similar does not result in your submission failing to be placed in the Tenderbox.
- 3.2 Any queries regarding this opportunity should be submitted electronically no later than the 22nd May 2015 through the Delta Tenderbox.
- 3.3 The Supplier's attention is specifically drawn to the date and time for receipt of tenders and **no submission after the closing date and time will be considered.**

4 ACCEPTANCE OF QUOTATION

- 4.1 Any acceptance of a quotation by the Council will be in writing and communicated to the supplier.
- 4.2 Procurement Lincolnshire will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract document to the Council who will duly sign and complete the contract and return one copy to the Supplier.

5 SUPPLIER'S WARRANTIES

- 5.1 All Suppliers shall keep their respective Forms of Quotation valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of quotations.

SECTION 3a - SPECIFICATION

Requirements for replacement CMS, Website and Intranet

Partnership: City of Lincoln Council (LC), North Kesteven District Council (NK) and West Lindsey District Council (WL)

The partnership is looking to invest in replacement websites and CMS, with additional opportunities to supply an intranet system if appropriate. The partnership has aligned strategic aims for the future of their online offerings and wishes to realise potential in working together to achieve these.

Current websites:

www.lincoln.gov.uk

www.n-kesteven.gov.uk

www.west-lindsey.gov.uk

Website and CMS – Lot 1

Please note that all suppliers are required to submit a bid for lot 1.

Business Requirements

The websites are an instrumental tool to fulfil the partnership's need to both communicate to and serve its stakeholders and customers. The solution must fulfil the following business requirements:

- Provide a 24/7 source of information and advice.
- Provide 24/7 signposting to additional online services and portals.
- Enable the partnership to achieve individual key strategic aims, particularly in line with Channel Shift, Digital by Default and Customer Access strategies.
- Provide a platform to communicate council achievements and news.
- Provide a source of information in times of crisis and emergency.
- Provide a platform to enable opportunities for monetizing website traffic.
- To fulfil the current and future appetite of our demographic for digital services.
- To act as a promotional tool for the districts; targeting investors, developers, potential residents and visitors.
- Provide a solution which allows for future development and functions with ease.

The solution must:

- Be professional, fit for purpose and value for money.
- Be flexible, intuitive and scalable to enable the partnership to better adapt to the ever changing online arena and related technologies.
- Adhere to current and future accessibility and legal requirements relating to local government and their web offerings.
- Provide minimum disruption to website traffic projected figures.
- Provide minimum disruption to search engine rankings.

Quote breakdown required

1. Initial design, build and implementation for 3 websites;
 - a. www.lincoln.gov.uk
 - b. www.n-kesteven.gov.uk
 - c. www.west-lindsey.gov.uk
2. Hosting, server maintenance and support with supplier for a minimum of 36 months.
3. On client site training for minimum of 10 users.
4. Ongoing maintenance and support retainer for CMS/Website for a minimum of 36 months. Designated monthly hours for support and maintenance will also include an upgrade and maintenance schedule agreed with supplier upon first client meeting.
5. An additional contract extension available for a further 2 x 12 month period if required.
6. Data migration in to new system from exports provided by current supplier.
7. Out of hours support costing.

8. Ongoing design and development fixed hourly/daily rate for minimum of 12 months with review for rest of retained period.
9. Quote for federated search functionality.
10. Quote for shared content functionality.

Proposed penalties

- Failure to achieve an uptime of more than 99.5% in 12 month period
- Failure to respond to support requests within designated time
- Failure to onboard and live product within timescales (if supplier at fault)

Post implementation

We require a dedicated Account Manager who will attend a schedule of meetings as follows:

- Year 1 – One meeting every six months
- Year 2 – Annual meeting
- Year 3 – Annual meeting

We require thorough documentation for the implemented solution including all aspects of management and customisation.

Support and response times

For support requests we would prefer an issue logging system which allows progress updates and the ability to view each District's open calls.

- Critical - 1 hour
- Urgent - 2 hours
- Non-urgent - 24 hours
- Advice/Guidance - 72 hours

*To be defined in the first client meeting

Updates and maintenance

A schedule will be agreed upon the first client meeting of intended annual updates and maintenance.

Off boarding

- We require a cancellation notice period of 3 months.
- Off boarding must be available with all data/database exports

Copyright and ownership

The partnership is to have the correct copyright permissions to enable them to re-use coding supplied in order to brand further third party software.

Technical Requirements	
Hosting	<p>The partnership requests that suppliers provide options with regards to hosting arrangements for their proposed solution.</p> <p>The partnership does not have a preference with regard to physical or virtual hosting. Suppliers should include all maintenance and rental charges for the duration of the contract where physical or virtual hosting is proposed</p> <p>The partnership would prefer dedicated hosting if available but this is not essential. Suppliers are asked to provide options and costs in this regard.</p> <p>Each council has the requirement to retain their current domain names and SSL where appropriate.</p>
Compliance	<p>The CMS and front-end must be compliant for:</p> <ul style="list-style-type: none"> • WCAG 2.0 (http://www.w3.org/TR/WCAG20/) • COCO - where integrations take place to internal council systems
Code	<p>The CMS should allow for aspects of the websites code to be added to and altered with as much flexibility as possible, particularly insertion in to <head> tags. Ability to independently add additional scripts, functionality and CSS in the future is especially important</p> <p>The partnership would prefer a solution which is based on a mainstream open source CMS, however we are open to all solution types.</p>
Audit	<p>The CMS should support an auditable trail of content, media, user, image editing and publishing - assigned by time and date to relevant users. This data should be available to export as CSV or similar.</p>
Content	<p>Each website and CMS should be able to contain a minimum of 10000 content pages and a minimum of 50000 media library files per annum. The content should be flexible in function and style. It should allow for best UX and SEO practices to be</p>

Technical Requirements

adhered to. It should allow for additional resources to be implemented including video, image, document and HTML snippets (<embed><object><iframe>).

Content writing and creation is not expected to be a part of this quotation.

Devices/Browsers

The website should render within the following device and browser types:

Desktop			
OS	Browser	Version	Support
Windows	Internet Explorer	7+	Compliant
	Internet Explorer 6	6	Functional
	Google Chrome	Latest	Compliant
	Mozilla Firefox	Latest	Compliant
Mac OS X	Safari	7+	Compliant
	Google Chrome	Latest	Compliant
	Mozilla Firefox	Latest	Compliant

Mobile/Tablet			
OS	Browser	Version	Support
iOS	Mobile Safari	7+	Compliant
	Google Chrome		Compliant
	Mobile Safari	6	Compliant
	Mobile Safari	5	Functional
Android	Google Chrome	4.x	Compliant
	Android Browser		Compliant
	Android Browser	2.3	Functional

Design

Technical Requirements			
	Windows Phone	Internet Explorer 10+	8 Functional
	BlackBerry	BlackBerry Browser	7.1 Functional
<p>Each website should have the same base and general layout; however they should retain individuality in look and feel, most likely achieved with individual CSS.</p>			
Ongoing support and maintenance	<p>The partnership would prefer a mutual beneficial ongoing support and maintenance relationship with the chosen supplier.</p>		
	<p>We require a contractual period of a minimum of 36 months.</p>		
	<p>The supplier will provide an ongoing support and maintenance retainer including designated maintenance, updates and development time. The supplier would maintain and upgrade the solution within an agreed schedule. The supplier will support and deliver additional functionalities and future developments at a pre-agreed hourly/daily rate or within retainer designated hours.</p>		
<p>Further districts may wish to join the partnership in the future.</p>			

Technical requirements – Web – Lot 1						
						Please tick to confirm you can provide this function within your quotation
Requirement	Website	CMS	Need	Notes	Tick	
ESSNETIAL REQUIREMENT						
Content - bulk update	Yes	Yes	Essential	Update multiple content pieces simultaneously, such as changing assigned navigation, assigned content owner.		
Search - tailoring	Yes		Essential	Function to manually over ride and highlight search results for specific keywords and phrases (like Google Adwords).		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
Accessibility	Yes	Yes	Essential	The website should adhere to WCAG 2.0. We require accessibility tools such as the ability to change website colours, text to sound and text size. For an example of the sort of tool set we would like see: http://www.manchester.gov.uk/accessibility/settings .		
Alerts - important notices	Yes		Essential	Alert bar that can be dismissed by user to notify website visitors of temporary issues or important messages. See as an example: http://jsfiddle.net/joshnh/FxfHc/		
Analytics - integration	Yes		Essential	Embed relevant analytics code sets site wide, ability to track file downloads, page exit, pageviews, visitors, segmentations. CL currently uses Google Analytics, WL and NK currently use SiteImprove. We would like to start using analytics to better track goal conversions and visitor flow.		
CMS - Separate CMS instances		Yes	Essential	Each district should have individual CMS dashboards relevant to their website and content.		
CMS - Browser compatibility		Yes	Essential	The CMS must render correctly in a minimum of: Internet Explorer 10 and Google Chrome (latest version).		
Content - <head>		Yes	Essential	Ability to insert custom html/scripts within the CMS into the <head> tags for all pages across the website. This function should be accessible to Administrator users only.		
Content - contacts	Yes	Yes	Essential	Assign contact details to a page to display on front-end e.g. "Contact us: Benefits Team, email: xyz@email.com". Centrally manage these contact details within the CMS.		
Content - custom HTML	Yes	Yes	Essential	Ability to insert custom html in to all content pages (embed, object, iframe etc), preferably through WYSIWIG with a "view source" function.		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
Content - custom landing pages		Yes	Essential	Custom landing pages for temporary content, campaigns, ability to have a range of different layouts to suit different needs including calls to action buttons, image slideshows and separated content areas.		
Content - expiry for content	Yes	Yes	Essential	Ability to set expiry date and time for content.		
Content - image slideshows	Yes		Essential	Ability to include image slideshows into content. With captions, enlarge image, forwards, backwards and pause functions.		
Content - images	Yes		Essential	Embed images from the image library into content. Resize and crop images.		
Content - live status	Yes	Yes	Essential	Ability to set content at varying levels of content status, Draft, Live, Review, Scheduled, To be deleted etc.		
Content - locks		Yes	Essential	Allow only one user to edit a content piece at one time essentially locking the page to that user until the page is closed.		
Content - preview		Yes	Essential	Preview live and non-live content changes before publishing.		
Content - related pages/services	Yes	Yes	Essential	Related pages and services available as an optional feature to add to content pages. Preferably automated with option to override these manually.		
Content - relevant documents	Yes	Yes	Essential	Attach downloadable documents to content pages.		
Content - save, edit, close	Yes	Yes	Essential	Save content and close content without saving. Auto-save (if not published) or prompt to save if nearing time out.		
Content - scheduling	Yes	Yes	Essential	Schedule content for publishing at set date and time, with function to overwrite current version with new version.		
Content - various template types		Yes	Essential	Enable various templates to display content in a multitude of ways. The partnership would like to emulate the step-by-step content of gov.uk see https://www.gov.uk/carers-credit as an example.		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
Content - video	Yes	Yes	Essential	Content should allow for the inclusion of video – hosted externally (YouTube/Vimeo).		
Content audit - change log		Yes	Essential	Content change log attributed to time, date, user and changes made if possible.		
Content audit - review and owner identifiers		Yes	Essential	Assign users to content, assign content owners to content, and set review/expiry dates to email content owners.		
Cookie policy	Yes	Yes	Essential	Options to adhere to ICO cookie directive.		
Data migration	TBD	TBD	Essential	Migrating old content from current websites and microsites (http://microsites.lincolnshire.gov.uk/tac and http://www.central-lincs.org.uk/) to new website, database load. Dependent on what options are available and how much content needs to be reworked for new format.		
Design - Browser compatibility	Yes	Yes	Essential	The solution should render within the browsers defined in the “design” section above.		
Design - Calls to action	Yes		Essential	Ability to insert CTA buttons and badges within text to hyperlink out to supporting services – preferably utilising graphics designed in line with website branding.		
Design - Individual design	Yes		Essential	Each district should retain individuality in the design of their websites.		
Design - News carousel/area	Yes		Essential	News items worked with the design on homepage, with ability to order these items by priority - dependent on design.		
Design - Responsive	Yes	Yes	Essential	Fully responsive designed and developed front-end and cms to be compatible with majority of devices.		
Error pages		Yes	Essential	Ability to have custom 404, 504 etc. error pages.		
Emergency page	Yes		Essential	Emergency landing page that can be activated to direct all traffic to the website to that one landing page see example (http://emergency.mit.edu/).		
Export and create sitemaps		Yes	Essential	Ability to set expiry dates for.		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
Hosting	Yes	Yes	Essential	Reach uptime of more than 99.5% in 12 month period, scalable for demand on bandwidth. Uptime monitoring. Support and maintenance to be agreed.		
Hosting - Backup and recovery	Yes	Yes	Essential	Backup and recovery function for CMS/Front-end/Test environment.		
Hosting - compliance	Yes	Yes	Essential	Compliance with PSN Code of Connection and DPA.		
Hosting - Test and development instances	Yes	Yes	Essential	Development and test instance of websites and of CMS.		
Login - Forum/Community	Yes	Yes	Essential	For business use only: Fully moderated forums and communities behind secure login, with user groups. Add, edit, and delete thread (thread creator). Add, edit, delete, and close thread (admin). Add reply, quote reply, quick reply, and sticky threads.		
Login - secure areas	Yes		Essential	Ability to have secure login areas for specific content sets and manage these users within CMS.		
Login - User access levels		Yes	Essential	The CMS should have varying levels of access to edit content and navigation user levels would include; Administrator, Page Editor, Publisher.		
				Passwords should be at least 8 characters long and contain some upper and lower case letters and numbers (include a non-alphanumeric character e.g. £ or % etc for added security).		
				Passwords must be changed every 90 days.		
				Users shall only be permitted THREE access attempts before their accounts are disabled.		
				A system-controlled password history file shall be maintained in order to prevent users from reusing old passwords.		
				When the system is left inactive for more than ten minutes it will automatically lock until the user enters a valid password.		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
				<p>Password reset facility must be authenticated through a valid authority email address, e.g. reset password email sent to users registered organisation email address.</p>		
				<p>Ability to add users in to user groups with varying levels of access to front-end content and documents. Such as department groups, working groups, directorate groups etc.</p>		
Media - Image library		Yes	Essential	<p>Supporting image formats: PNG, JPEG, GIF, BMP.</p> <p>Image editing function should include crop tools, edit image information, add/edit caption.</p>		
Media - media library		Yes	Essential	<p>Handling most doctypes up to 1GB, replace existing document function, edit existing document function, caption, alt texts description, sharable between districts.</p>		
Media - large documents	Yes		Essential	<p>If media library cannot handle large documents we require an additional storage space whereby we can upload these documents (via FTP or similar) to be able to allow access and download of these documents.</p>		
Navigation	Yes	Yes	Essential	<p>Ability to add, edit, remove items from main and sub-navigation menu.</p> <p>URL redirection preferred for editing when an existing menu item changes name.</p>		
Navigation - A-Z	Yes	Yes	Essential	<p>Manage and add items to a front end A-Z listing, signposting to both external and internal URLs.</p>		
Navigation - breadcrumb trail	Yes		Essential	<p>Navigation breadcrumb trail on all content pages as part of overall website design.</p>		
Navigation - multi layered	Yes	Yes	Essential	<p>The navigation must support several layers or navigation down to a minimum of 8 drill-down sub categories.</p>		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
Navigation - external URLs		Yes	Essential	Ability to link out navigation levels to external URLs. Preferably have these external links automatically indexed within website search.		
Print page	Yes		Essential	Print styles and quick link to print content.		
Search	Yes	Yes	Essential	Search function to be intuitive and intelligent, ordering results by keyword relevance, gleaning results from all text, articles and content.		
Search - CMS advanced		Yes	Essential	Advanced search within CMS to include filters such as; Content creator, Edited date, Creation date, Expiry date, Navigation, Live status.		
Search - federated	Yes		Essential	Federated search functionality to connect to various additional sources of information from other third party online systems; http://democratic.lincoln.gov.uk/ , http://www.lincolnshire.gov.uk , http://www.gov.uk , https://nkdc.moderngov.co.uk , http://committee.west-lindsey.gov.uk .		
Search - indexing	Yes	Yes	Essential	Reindex search results on update of content in CMS.		
SEO	Yes		Essential	To adhere to latest SEO best practice at time of launch. The CMS will provide the capability to manage SEO on a page by page and site wide basis internally.		
Site translation	Yes		Essential	Google site translation or alternative to be available on all pages.		
Social - Share page	Yes		Essential	Share buttons for social media; Twitter, Facebook, Google+ and a function to send page URL to an email address.		
Training	Yes	Yes	Essential	Training for a minimum of 10 users on site for relevant districts.		
URLs		Yes	Essential	Requirement for friendly and custom URLs (for marketing purposes).		
				URLs should be SEO compliant.		

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
URLs - Redirects	Yes		Essential	Changes to content that create a change in the relevant URL should be supported by automatic redirection for old URL to new URL.		
URLs - Redirect existing	Yes		Essential	Redirect existing intranet URLs to new URL structure		
WCAG 2.0 compliance	Yes		Essential	Design and development must adhere to WCAG see http://www.w3.org/WAI/WCAG20/quickref/ .		
WYSIWYG Editor	Yes	Yes	Essential	Preferably TinyMCE or similar. HTML view essential, Spell check etc.		
DESIRABLE ELEMENTS						
The number indicated on the right most column, indicate the importance of the desirable element, with 1 representing the most important and 13 being the least.						
Analytics - content insights		Yes	Desirable	Content insights visible within CMS, including most visited/most shared pages today/yesterday/this week.		10
Bookings	Yes		Desirable	Ability to administer bookings for various different departments and purposes, with integrations to back office systems.		17
Calculators - sliders	Yes		Desirable	Calculators using sliders or form elements for various uses - calculate payments, calculate charges, estimates etc. See as an example: http://www.natwest.com/personal/loans/g1/personal-loan-calculator.ashx .		12
Content - document reader	Yes		Desirable	In page document reader to enable website visitors to view documents in page without downloading. Should be responsive with functionality on par with similar technologies, see as an example: http://issuu.com/ .		7
Content - JQuery accordion	Yes	Yes	Desirable	Split content into sections within jquery (or similar) accordion to expand and minimise content. (http://jqueryui.com/accordion/)		11
Content - popular content dynamic	Yes	Yes	Desirable	Define popular content area dynamically based on real time data.		8
Content - shared	Yes	Yes	Desirable	Share content between district websites with limited SEO impact.		1

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
				CL and NK have a shared service for Revenues and Benefits we would prefer for there to be one instance of each relevant content page to edit and update across both sites taking in to account any SEO impact this may have (duplicate content). We are open to recommendations on the best way of practically achieving this.		
Content - version roll back		Yes	Desirable	Ability to roll back to previous versions of content.		3
Content audit - spelling errors, broken links	Yes		Desirable	Scan site to reveal suspected spelling errors, broken links and other issues.		9
Event calendar	Yes	Yes	Desirable	Display events, add/edit/remove events. Events across more than one date. Ability to integrate or in some way automate data load. Ability to share between districts.		13
Forms - contact us	Yes	Yes	Desirable	Allow contact forms to be configured, custom fields and ability to alter destination email address.		19
Forms - update alerts	Yes	Yes	Desirable	External users sign up to be alerted when page is updated.		14
Live chat	Yes		Desirable	Long term aspiration, initially the ability to be able to integrate this type of functionality at a later date is acceptable.		16
Login - Active X Directory user authentication		Yes	Desirable	Active-X Directory authentication for CMS users.		2
Polls	Yes		Desirable	Polls function, with data displayed in back end and ability to export this data to csv or similar.		20
Search - auto complete	Yes	Yes	Desirable	Suggestions and auto complete to search content on front-end and within CMS.		4
Search - in document text	Yes	Yes	Desirable	Search function to also search content of documents, word, pdf, excel etc.		6

Technical requirements – Web – Lot 1						
Please tick to confirm you can provide this function within your quotation						
Requirement	Website	CMS	Need	Notes	Tick	
Search - specific search	Yes		Desirable	Ability to have additional search functions that only search within designated navigation levels, topics or document types.		5
Social - Comment on article/page	Yes	Yes	Desirable	Function to allow comments on articles through either email or social login, ability to manage and moderate these comments within CMS.		15
Surveys	Yes		Desirable	Function to create surveys, with responses sent to designated URL and/or the capacity for this data to be securely stored and exported.		21
Testing - A/B testing	Yes	Yes	Desirable	Function to test various website elements using A/B testing with relevant reporting/analytics.		18

The partnership is open to suggestions for further available functions.

Intranet – Lot 2

Please note that lot 2 is an optional lot, suppliers may wish to submit a bid for lot 2 in addition to the bid for lot 1. A submission for lot 2 will not be considered.

Business Requirements

Whilst deploying a new website and CMS two of the district councils are also investigating available options for an intranet solution.

- Provide a 24/7 source of information and advice for internal staff.
- Provide 24/7 signposting to additional online services and portals for internal staff.
- Provide a platform to communicate internal news and events.
- Provide a source of information in times of crisis and emergency.
- Provide a solution which allows for future development and additional functions with ease.

The solution must:

- Be professional, fit for purpose and value for money.
- Be flexible, intuitive and scalable to fulfil internal business needs.
- Adhere to current and future accessibility and legal requirements relating to local government.
- Provide an interactive, informative and social environment for staff.

Quote breakdown required

1. Initial design, build and implementation.
2. On client site training for minimum of 3 users per authority.
3. Ongoing maintenance and support retainer for a minimum of 36 months.
4. Out of hours support costing.
5. Ongoing design and development fixed hourly/daily rate for minimum of 12 months with review for rest of retained period.

Technical requirements – Intranet - Lot 2

Please tick to confirm you can provide this function within quotation

Requirement	Intranet	Need	Notes	Tick	
ESSENTIAL ELEMENTS					
Accessibility	Yes	Essential	The website should adhere to WCAG 2.0. We require accessibility tools such as the ability to change website colours, text to sound and text size. For an example of the sort of tool set we would like see: http://www.manchester.gov.uk/accessibility/settings .		
Alerts - important notices	Yes	Essential	Alert bar to notify website users/staff of temporary issues or important messages. Such as http://jsfiddle.net/joshnh/FxfHc/		
Analytics	Yes	Essential	Analytics function to track file downloads, exit, pageviews, visitors with back end reporting system. Data from these analytics must be locally stored.		
CMS - Browser compatibility	Yes	Essential	The CMS must render correctly in a minimum of: Internet Explorer 10 and Google Chrome (latest version).		
Content - contacts	Yes	Essential	Assign contact details to a page to display on front-end e.g. "Contact us: Benefits Team, email: xyz@email.com". Centrally manage these contact details within the CMS.		
Content - custom HTML	Yes	Essential	Ability to insert custom html in to all content pages (embed, object, iframe etc), preferably through WYSIWIG with a "view source" function.		
Content - expiry for content	Yes	Essential	Function to set expiry date and time for content.		
Content - image slideshows	Yes	Essential	Ability to include image slideshows into content. With captions, enlarge image, forwards, backwards and pause functions.		
Content - images	Yes	Essential	Embed images from the image library into content. Resize and crop images.		
Content - locks	Yes	Essential	Allow only one user to edit a content piece at one time essentially locking the page to that user until the page is closed.		
Content - related pages/services	Yes	Essential	Related pages and services available as an optional feature to add to content pages. Preferably automated with option to override these manually.		
Content - relevant documents	Yes	Essential	Attach relevant downloadable documents to content pages.		
Content - save, edit, close	Yes	Essential	Save content and close content without saving. Auto-save (if not published) or prompt to save if nearing time out.		
Content - scheduling	Yes	Essential	Schedule content for publishing at set date and time, with function to overwrite current version with new version.		
Content - various template types	Yes	Essential	Enable various templates to display content in a multitude of ways. The partnership would like to emulate the step-by-step content of gov.uk see https://www.gov.uk/carers-credit as an example.		
Content - video	Yes	Essential	Content should allow for the inclusion of video – hosted externally (YouTube/Vimeo).		
Content audit - change log	Yes	Essential	Content change log attributed to time, date, user and changes made if possible.		

Technical requirements – Intranet - Lot 2

Please tick to confirm you can provide this function within quotation

Requirement	Intranet	Need	Notes	Tick	
Content audit - review and owner identifiers	Yes	Essential	Assign users to content, assign content owners to content, and set review/expiry dates to email content owners.		
Data migration	TBD	Essential	Migrating old content to new site, database load. Dependent on what options are available and how much content needs to be reworked for new format.		
Design - Browser compatibility	Yes	Essential	The solution should render within the browsers defined in the “design” section above		
Design - Individual design	TBD	Essential	Each district should retain individuality in the design of their intranets.		
Design - News carousel/area	Yes	Essential	News items worked with the design on homepage, with ability to order these items by priority - dependent on design.		
Design - Responsive	Yes	Essential	Fully responsive designed and developed front-end and cms to be compatible devices and browsers defined in the “design” section.		
Error pages	Yes	Essential	Ability to have custom 404, 504 etc. error pages.		
Emergency page	Yes	Essential	Emergency landing page that can be activated to direct all traffic to the intranet to that one landing page see example (http://emergency.mit.edu/).		
Hosting	Yes	Essential	Reach of more than 99.5% in 12 month period, scalable for demand on bandwidth. Uptime monitoring. Support and maintenance to be agreed.		
Hosting - Backup and recovery	Yes	Essential	Backup and recovery function for CMS/Front-end/Test environment.		
Hosting - compliance	Yes	Essential	Compliance with PSN Code of Connection and DPA.		
Hosting - Test and development instances	Yes	Essential	Development and test instance of intranet and of CMS.		
Job listings	Yes	Essential	Ability to list and post internal jobs		
Login - Forum/Community	Yes	Essential	Fully moderated forums and communities, with user groups. Add, edit, and delete thread (thread creator). Add, edit, delete, and close thread (admin). Add reply, quote reply, quick reply, and sticky threads.		
Login - secure areas	Yes	Essential	Ability to have secure login areas for specific content sets and manage these users within CMS.		
Login - User access levels	Yes	Essential	The CMS should have varying levels of access to edit content and navigation user levels would include; Administrator, Page Editor, Publisher.		
Login - User access levels	Yes	Essential	Passwords should be at least 8 characters long and contain some upper and lower case letters and numbers (include a non-alphanumeric character e.g. £ or % etc for added security).		
Login - User access levels	Yes	Essential	Passwords must be changed every 90 days.		
Login - User access levels	Yes	Essential	Users shall only be permitted THREE access attempts before their accounts are disabled.		

Technical requirements – Intranet - Lot 2

Please tick to confirm you can provide this function within quotation

Requirement	Intranet	Need	Notes	Tick	
Login - User access levels	Yes	Essential	A system-controlled password history file shall be maintained in order to prevent users from reusing old passwords.		
Login - User access levels	Yes	Essential	When the system is left inactive for more than ten minutes it will automatically lock until the user enters a valid password.		
Login - User access levels	Yes	Essential	Password reset facility must be authenticated through a valid authority email address, e.g. reset password email sent to users registered organisation email address.		
Login - User access levels	Yes	Essential	Ability to add users in to user groups with varying levels of access to front-end content and documents. Such as department groups, working groups, directorate groups etc.		
Media - Image library	Yes	Essential	Supporting image formats: PNG, JPEG, GIF, BMP.		
Media - Image library	Yes	Essential	Image editing function should include crop tools, edit image information, add/edit caption.		
Media - media library	Yes	Essential	Handling most doctypes up to 1GB, replace existing document function, edit existing document function, caption, alt texts description, sharable between districts.		
Navigation	Yes	Essential	Ability to add, edit, remove items from main and sub-navigation menu.		
Navigation	Yes	Essential	URL redirection preferred for editing when an existing menu item changes name.		
Navigation - breadcrumb trail	Yes	Essential	Navigation breadcrumb trail on all content pages as part of overall website design.		
Navigation - multi layered	Yes	Essential	The navigation must support several layers or navigation down to a minimum of 8 drill-down sub categories.		
Navigation - signpost to external URL	Yes	Essential	Ability to link out navigation levels to external URLs. Preferably have these external links automatically indexed within website search.		
Print page	Yes	Essential	Print styles and quick link to print content.		
Redirect existing URLs	Yes	Essential	Redirect existing URLs to new URL structure		
Sales and wants	Yes	Essential	Users can post, edit, delete their own listings for sales and wants items.		
Search	Yes	Essential	Search function to be intuitive and intelligent, ordering results by keyword relevance, gleaning results from all text, articles and content.		
Search - CMS advanced	Yes	Essential	Advanced search within CMS to include filters such as; Content creator, Edited date, Creation date, Expiry date, Navigation, Live status.		
Search - indexing	Yes	Essential	Reindex search results on update of content in CMS.		
Search - specific search	Yes	Essential	Ability to have additional search functions that only search within designated navigation levels, topics or document types.		
Staff Directory	Yes	Essential	Directory area to detail staff and user contact details, groups, departments, view all employees in a department; view all employees in a directorate. Add, edit and remove staff within CMS using Administrator credentials only.		

Technical requirements – Intranet - Lot 2					
				Please tick to confirm you can provide this function within quotation	
Requirement	Intranet	Need	Notes	Tick	
Training	Yes	Essential	Training for users across relevant districts.		
WCAG 2.0 compliance	Yes	Essential	Design and development must adhere to WCAG see http://www.w3.org/WAI/WCAG20/quickref/ .		
WYSIWYG Editor	Yes	Essential	Preferably TinyMCE or similar. HTML view essential, Spell check etc.		
Event calendar	Yes	Essential	Display events, add/edit/remove events. Events across more than one date. Ability to integrate or in some way automate data load. Ability to share between districts.		
Polls	Yes	Essential	Polls function, with data displayed in back end and ability to export this data to csv or similar.		
Content - live status	Yes	Essential	Ability to set content at varying levels of content status, Draft, Live, Review, Scheduled, To be deleted etc.		
DESIRABLE ELEMENTS					
The number indicated on the right most column, indicate the importance of the desirable element, with 1 representing the most important and 13 being the least.					
Bookings	Yes	Desirable	Function to administer bookings for various different departments and purposes, with integrations to back office systems. (Systems list available on request).		13
Content - bulk update	Yes	Desirable	Update multiple content pieces simultaneously, such as changing assigned navigation, assigned content owner etc.		3
Content - document reader	Yes	Desirable	In page document reader to enable website visitors to view documents in page without downloading. Should be responsive with functionality on par with similar technologies, see as an example: http://issuu.com/ .		10
Content - JQuery accordion	Yes	Desirable	Split content into sections within jquery (or similar) accordion to expand and minimise content. (http://jqueryui.com/accordion/)		11
Content - popular content dynamic	Yes	Desirable	Define popular content area dynamically based on real time data.		4
Content - version roll back	Yes	Desirable	Function to roll back to previous versions of content.		5
Content audit - spelling errors, broken links	Yes	Desirable	Scan site to reveal suspected spelling errors, broken links and other issues.		6
Login - Active X Directory user authentication	Yes	Desirable	Active-X Directory authentication for CMS users.		1
Search - auto complete	Yes	Desirable	Suggestions and auto complete to search content on front and back end.		7
Search - in document text	Yes	Desirable	Search function to also search content of documents, word, pdf, excel etc.		8
Search - tailoring	Yes	Desirable	Function to manually over ride and highlight search results for specific keywords and phrases (like Google Adwords).		9
Social - Comment on article/page	Yes	Desirable	Allow comments on articles through either email or social login, ability to manage these comments within CMS.		2

Technical requirements – Intranet - Lot 2					
				Please tick to confirm you can provide this function within quotation	
Requirement	Intranet	Need	Notes	Tick	
Surveys	Yes	Desirable	Function to create surveys, with responses sent to designated URL and/or the capacity for this data to be securely stored and exported.		12

SECTION 3b – CONTRACT & PERFORMANCE MANAGEMENT ARRANGEMENTS

This section relates to the service levels, performance indicators and contract management arrangements required to ensure that the contract is being delivered to required standard

Contract Management Arrangements

We require a dedicated Account Manager who will attend a schedule of meetings as follows:

- Year 1 – One meeting every six months
- Year 2 – Annual meeting
- Year 3 – Annual meeting

We require thorough documentation for the implemented solution including all aspects of management and customisation.

Support and response times

For support requests we would prefer an issue logging system which allows progress updates and the ability to view each District's open calls.

- Critical - 1 hour
- Urgent - 2 hours
- Non-urgent - 24 hours
- Advice/Guidance - 72 hours

Responsibilities of the Council

The Council will ensure that:

- Each authority will provide a relevant point of contact for all correspondence
- A single point of contact will be provide for the duration of the project implantation
- Will agree scheduled meeting to be decided up the initial contract meeting with the successful supplier

Responsibilities of the Supplier

The Supplier will:

- Provide weekly progress reports / updates for the duration of the design and development
- Inform the Council of any areas of concern, delays in delivery at the point of recognition to avoid jeopardising the delivery of the contract
- Establish structure for regular reporting to the council contact

Performance Management and Monitoring Information

The following information is required for performance management purposes. This summary data must be submitted to the Customer on a quarterly basis (every three months from the commencement of the Framework) or as otherwise agreed with the Customer.

Provision of such data shall not prevent the Customer requesting additional reports when required, or running their own reports from the system, if the system can offer this functionality.

Data should be from the period in question unless stated otherwise.

This list is not exhaustive, and may change over the life of the contract.

- If the supplier is successful in hosting the servers the council requires the following information

Measure	Target	Reporting Frequency
Website Uptime (if relevant)	99.5%	Monthly
Support and Response Times:		
Critical	1 hour	Quarterly
Urgent	2 hours	Quarterly
Non-Urgent	24 hours	Quarterly
Advice/Guidance	72 hours	Quarterly

SECTION 4 – SUPPLIER RESPONSES

Note – You may adjust the size of the following text boxes to suit your response.

Suppliers are required to respond to the questions below. You may expand the sections provided or provide your responses on clearly cross referenced sheets. Please make sure that where you choose to cross reference, the responses are all submitted in a single word file so that they may be printed of together.

Please indicate in the table below if you are choosing to submit a bid of lot 2; all bidders must submit a bid for lot 1.

Lot	Description	Yes / No
1	Website and CMS	Yes
2	Intranet and CMS	

Please note **you do not need to provide supporting documents and policies**, unless specifically requested to do so.

NOTE: Responses to these questions will be assessed as PASS / FAIL. Only those applications achieving a PASS will be put forward for further evaluation.

PART A – Company Details		
A1	Company Name:	
A2	Company Address and Post Code:	
A3	Registered address and Post Code if different from the above:	
A4	Company Registration number (if this applies):	
A5	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
A6	Date of Registration: (if this applies)	
A7	Please state the nature of your organisation, e.g. public limited company, partnership, sole trader, etc.:	
A8	Are you a small, medium or micro business?	Small / Medium / Micro / No
A9	Contact name for enquiries about this RFQ:	
A10	Job Title:	
A11	Telephone number:	
A12	Fax number:	
A13	E-mail address:	

PART B – Professional Standing

B1	Has your organisation or any of its directors or any other person who has powers of representation, decision or control of the organisation been convicted of any of the following offences: (please see Appendix Three for meanings of offences)		
B1.1	Conspiracy	Yes / No	
B1.2	Corruption	Yes / No	
B1.3	Bribery	Yes / No	
B1.4	Fraud		
	(i)	The offence of cheating the Revenue	Yes / No
	(ii)	The offence of conspiracy to defraud	Yes / No
	(iii)	Fraud or theft	Yes / No
	(iv)	Fraudulent trading	Yes / No
	(v)	Defrauding HM Revenue & Customs	Yes / No
	(vi)	An offence in connection with taxation in the European community	Yes / No
	(vii)	Destroying defacing or concealing of documents or procuring the extension of a valuable security	Yes / No
	(viii)	Money laundering	Yes / No
(ix)	Any other offence	Yes / No	

This section asks for some financial facts about your organisation (and the ultimate holding company if there is one). We will use this information to assess the financial position and stability of your organisation. **We do not require you to submit copies of accounts at this stage.**

If you do not have accounts (i.e. you are a new business) please provide your latest projected financials.

PART C – Financial Standing

C1	Are you registered for VAT? If so, please provide Registration number:		
C2	What were your liabilities (including bank overdraft) in the last two financial years? (If you are a consortium please state aggregated value)	£..... for year ended --/--/----	£..... for year ended --/--/----
C3	What was the value of your assets in the last two financial years? (If you are a consortium please state aggregated value)	£..... for year ended --/--/----	£..... for year ended --/--/----
C4	What was your Operating Profit in the last two financial years? (If you are a consortium please state aggregated value)	£..... for year ended --/--/----	£..... for year ended --/--/----

C5	What was your turnover in each of the last two financial years? (If you are a consortium please state aggregated value)	£..... for year ended --/--/--	£..... for year ended --/--/----
C6	What was the value of your available cash / credit in the last two financial years? (If you are a consortium please state aggregated value)	£..... for year ended --/--/--	£..... for year ended --/--/----
C7	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year?	Yes / No	
	If “No” what were the reasons, and what has been done to put things right in no more than 150 words?		
C8	Has your organisation met all its obligations to pay its creditors and staff during the past year?	Yes / No	
	If “No” please explain why not in no more than 100 words:		
C9	If requested, would you be able to provide a banker’s reference?	Yes / No	

PART D – Previous Contracts & Contract Performance

D2	In the last three years, have you had any contracts:		
	Terminated for poor performance?	Yes / No	
	That has incurred contract penalties, default notices or payment of liquidated damages?	Yes / No	
	Terminated by the client earlier than the originally intended date?	Yes / No	
	Reduced in value due to underperformance, or incurred service credits?	Yes / No	
	That you have withdrawn from after award, either before or after the commencement of the contract?	Yes / No	
	If “Yes” please explain in no more than 150 words why.		

PART E – Insurance

	Please provide details of your current insurance cover				
E1	Lot no	Lot Description	Insurance Type	Minimum Requirement	Cover
	1	Website and CMS	Employer’s Liability	£5,000,000	£
			Public Liability	£2,000,000	£
			Professional Indemnity	£2,000,000	£
			Product Liability	£2,000,000	£
	2	Intranet and CMS	Employer’s Liability	£5,000,000	£
			Public Liability	£2,000,000	£

		Professional Indemnity	£2,000,000	£
		Product Liability	£2,000,000	£
E2	If you do not currently have the required levels of insurance, please confirm whether you would be willing to take out the appropriate level of insurance cover as set out above if you are successful in winning the contract?			Yes/No

PART F – Environmental Management

F1	Has your organisation within the last three years had legal action taken against them under environmental legislation, including prosecutions, civil court actions or notices served by the Environmental Agency, local authorities or HM Inspectorate or Pollution?	Yes / No
	If “Yes” please give details and what action has been taken by the organisation to remedy and prevent similar occurrences in the future in no more than 150 words.	

PART G – Equality & Diversity

G1	In the last three years has any finding of unlawful discrimination been made against your organisation and/or your named supply chain members (sub-contractors) by any court or industrial or employment tribunal or equivalent body?	Yes / No
G2	In the last three years has your organisation and/or your named supply chain members (sub-contractors) been the subject of a formal investigation by the Equality and Human Rights Commission or an equivalent body on grounds of alleged unlawful discrimination?	Yes / No
G3	If the answer to question 1 and / or 2 is “Yes”, what steps did your organisation take as a result of that finding or investigation?	

PART H – Proposed Working Methods

Suppliers are required to respond to the questions below to explain how your organisation proposes to deliver the services called for in the Specification (Section 3a).

You may expand the areas provided. Please note that there is a maximum word count for responses to each question of **1,500** words unless otherwise stated. If a response exceeds this limit, any additional words will be deleted and will not form part of the evaluation.

Please answer all the questions and try to be concise in your response, making all responses relevant to the questions being asked.

Note that appendices should not be included or referred to in your response unless specifically indicated and therefore may not be considered.

Please refer to Section 1 of this document as a reminder of the weightings for the proposed working methods. Questions may also have an assigned relative importance weighting /

percentage to reflect its significance within the overall evaluation. Where this is the case the weighting / percentage is shown alongside each question.

H1	5 %	3 Examples
	Present a minimum of 3 examples from your portfolio, including at least 1 public sector/not for profit or other similar organisation type.	
	Answer	
H2	4 %	Return on Investment
	Provide an example of how your products and services have enabled an efficient ROI for your clients.	
	Answer	
H3	4 %	Channel Shift
	Provide an example of how your products and services have supported “Channel Shift” or similar objectives/aims to increase website use and traffic.	
	Answer	
H4	4 %	Timeline
	Present an indicative project timeline plan with key milestones including design sign off, development sign off, UAT and training.	
	Answer	
H5	4 %	Personnel
	Please indicate the relevant personnel from your organisation, their roles and describe how the project will be managed by your team.	
	Answer	
H6	4 %	Adapting to Digital Landscape
	Describe how your business adapts to the changing digital landscape and provide examples of how you have achieved innovation within your sector.	
	Answer	
H7	5 %	Contingency Planning
	Please provide a copy or details of your business contingency plan, particularly how you will ensure support and continued service in times of emergency.	
	Answer	
H8	5 %	Response Times
	Can you provide the following support response times: Critical - 1 hour	

	<p>Urgent - 2 hours Non-urgent - 24 hours Advice/Guidance - 72 hours</p> <p>If not please indicate your own response times.</p>	
	Answer	
H9	5 %	Out of Office
	Please provide details of your out of hours support service.	
	Answer	
H10	5 %	Uptime
	Please describe how you will achieve the required uptime of 99.5%.	
	Answer	
H11	<i>This question will not be scored; but is for information only</i>	
	Please indicate the intended server environment and infrastructure requirements for your product.	
	Answer	
H12	5 %	Shared Service
	<p>The partnership has a number of shared services – Housing Allocation, Revenues and Benefits and the Joint Planning Unit. Currently the content for these services is different across the three separate websites.</p> <p>In a perfect world these content pages would be one set of pages which can be singularly updated from any of the CMS instances and displayed across all of the relevant sites. This would reduce the need to edit three separate pages on three separate sites and enable all content to be the same. We are aware however this may cause an SEO issue in regards to duplicate content.</p> <p>Can you offer a solution to share content across the websites, if so please explain how?</p>	
	Answer	
H13	5 %	Customisation
	Please describe how your product enables a high level of customisation for in-house editing of HTML, CSS and scripts.	
	Answer	

* Following agreement, time-scales will be incorporated into the Agreement for the provision of the Services.

SECTION 5 - PRICING SCHEDULE

Note – You may adjust the size of the following text boxes to suit your response.

Prices are to be submitted in Pounds Sterling and exclusive of VAT. It should be assumed that all the requirements under the specification should be included in the costing proposal.

For the avoidance of doubt all costs associated with implementing the contract and subsequent individual Council requirements must be included within the prices quoted.

Please document below a summary of the total cost of your submission. Please complete the table with the costs against the listed items, identifying where appropriate pack sizes and alternative brands.

* No additional costs will be considered by the Council(s) unless these are clearly stated in the pricing schedule response.

Payment will be made on receipt of a valid invoice with payment terms of 30 days. If payment is accepted via Visa Procurement card, payment terms are a maximum of 4 days.

Please use the headings identified within the tables below as guidelines only, they are meant to service as a minimum of what is expected and prompt for other elements you may choose relevant to the successful completion of the contract

Software (15%)

Item Description	Total
Quote for Federated Search	
Quote for Shared Content (Optional)	
Software	
Licences (TOTAL if applicable)	
Total:	

Project Implementation (10%)

Item Description	Total
Design, Build & Implementation	
Training Cost (10 users)	
Data Migration (Optional)	
Total:	

Ongoing Charges (Support, Upgrades and Licencing (15%))

Prices submitted below are to be submitted for a one Month period only. Maintenance hosting and support are for a minimum of 36 months; however please only provide the price for a single month

Item Description	Total
------------------	-------

Hosting, Server maintenance and support (36 months in total – however please only provide the cost for one month)	
Software maintenance and support (36 months in total – however please only provide the cost for one month)	
Out of hours support	
Design and development – fixed daily* rate (12 months)	
Total:	

A day will be calculated on 8 hours, please use appropriate hourly rate to

SECTION 6 – PAYMENT DETAILS

The Council's standard payment terms are 30 days from receipt of invoice although ability to pay via Visa Procurement Card (as identified in Section 5) is welcomed

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Note – You may adjust the size of the following text boxes to suit your response.

Bank Name	
Bank Address and Post code	
Account Name	
Account Number	
Sort Code	

No invoices will be accepted from any Contractor without an official written order from the Council and the order number in full being quoted on all invoices.

IMPORTANT

All invoices for City of Lincoln Council should be addressed to:

Matt Smith
City of Lincoln Council
City Hall
Beaumont Fee
Lincoln
LN1 1DB

Failure to do so may lead to a delay in payment.

IMPORTANT

All invoices for North Kesteven District Council should be addressed to:

Michelle Carrington
North Kesteven District Council
Kesteven Street
Sleaford
NG34 7EF

Failure to do so may lead to a delay in payment.

IMPORTANT

All invoices for West Lindsay District Council should be addressed to:

Lyn Marlow
West Lindsay District Council
Guildhall
Marshall's Yard
Gainsborough
DN21 2NA

Failure to do so may lead to a delay in payment.

SECTION 7 – CONTRACT CONDITIONS ACCEPTANCE

Contract for the Provision of **Website, CMS and Intranet Services**.

To City of **Lincoln Council, North Kesteven District Council and West Lindsey District Council**.

I/we the undersigned DO HEREBY UNDERTAKE to provide the Goods upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

Signature
Duly authorised agent of the Supplier
(Electronic/typed signatures are acceptable)

Position held

Name and Address
of Supplier
.....
.....
.....

Dated

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual Supplier, the capacity in which he signs or is employed.

Note – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature

**SECTION 8 – FREEDOM OF INFORMATION DISCLOSURE
FORM**

City of Lincoln Council, North Kesteven District Council and West Lindsey District Council

Freedom of Information Act 2000: Information Disclosure Form

The Council is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose.

Please state below any information that you specifically do not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the contract etc.

Please note that the council may still need to disclose such information if necessary to comply with its obligations under the Act.

I agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

Signature

Position held

Name and Address of Supplier

.....

.....

Dated

Note – You may adjust the size of the text boxes to suit your response.

Information not for Disclosure	Reason for Non-Disclosure	Timescale

Note1 – Please note the above signature needs to be that of a Director or equivalent
Note2 – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.

SECTION 9 – SUPPLIER CHECKLIST

SUPPLIER CHECKLIST

Suppliers should ensure that they have completed the following sections before returning their quotation responses:

<u>SECTION HEADING</u>	<u>COMPLETED?</u>
Section 4 – Supplier Responses	Yes / No
Section 5 – Pricing Schedule	Yes / No
Section 6 – Payment Details	Yes / No
Section 7 – Contract Conditions Acceptance	Yes / No
Section 8 – Freedom of Information Disclosure Form	Yes / No

It is important that all sections are completed as failure to do so may result in your quotation not being considered.

Suppliers who do not wish to offer a quotation following receipt of this opportunity are requested to advise the Council's named contact of this as soon as possible.

SECTION 10 – TERMS & CONDITIONS OF CONTRACT

The Supplier shall be required to enter into an Agreement with the Council in respect of Services and/or Goods. The terms and conditions as set out in this section of the Request for Quotation shall be deemed to be incorporated into and form part of any Agreement entered into between the Council and the Supplier.

A specific Service Specification (Section 3a of the RFQ Document) shall be attached to the aforementioned Agreement in respect of the Services and/or Goods required and shall form part of such Agreement. The Service Specification (Section 3a of the RFQ Document) may contain further terms and conditions relating to the specific Service and/or Goods.

Dispatch or delivery of the Goods by the Supplier to the Council or commencement of the performance by the Supplier of the Services shall be deemed conclusive evidence of the Supplier's acceptance of the conditions of contract as set out in this schedule and the requirements as set out in the Specification Schedule

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Definitions

1.1 In this Contract, unless the context otherwise requires, the following provisions shall have the meanings given to them below:

“Approval” means the prior written consent of the Customer.

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

“Commencement Date” means the start date of this Contract 1st July 2015.

“Contract” means the formal written document entered into between the Council and the Supplier for the provision of any Services and/or Goods.

“Contract Period” means the period from the date stipulated by the Council upon which the Services are to be supplied to the date of expiry stipulated by the Council or such earlier date of termination or partial termination of the contract in accordance with the Law or the provisions of this Contract.

“Council” means **City of Lincoln Council, North Kesteven District Council and West Lindsey District Council**

“Delivery Date” means the date specified by the Council for delivery of the Goods or completion of the Services.

“Disaster” means an unplanned interruption of, or inaccessibility to, the Goods and/or Services provided by the Supplier.

“Disaster Recovery and Business Continuity Plan” means the disaster recovery and business continuity plan prepared by the Supplier to deal with a Disaster.

“Equality Legislation” means the Equality Act 2010 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws.

“Equipment” means the Supplier’s equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under this Contract.

“Fraud” means any offence under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Council.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a

skilled and experienced person or Supplier, manager, operator or other person (as the case may be) engaged in a similar type of undertaking under this contract under the same or similar circumstances.

“Goods” means any such goods as are to be supplied by the Supplier (or by the Supplier’s sub-contractor) under this Contract as specified in the Specification.

“Information” has the meaning given under section 84 of the FOIA.

“Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Supplier is bound to comply.

“Month” means calendar month.

“Party” means a party to this Contract.

“Pricing Schedule” means the Schedule containing details of the Price for the Goods and Services and attached to this Contract (Part 5 of the RFQ document).

“Premises” means the location where the Services or Goods are to be supplied.

“Price” means the Price payable to the Supplier by the Council for the full and proper performance by the Supplier of its obligations under this Contract and in accordance with the provisions set out in this Contract including the Pricing Schedule (Part 5 of the RFQ Document).

“Prohibited Act” means any of the following acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council; or
 - (iv) defrauding, attempting to defraud or conspiring to defraud the Council.

“Services” means the services to be supplied by the Supplier as specified by the Council in the Specification.

“Specification” means the description of the Goods and/or Services to be supplied under this Contract as set out in the Specification.

“Specification Schedule” means the Schedule containing details of the Specification for the Goods and Services and attached to the Contract. (Part 3a of the RFQ Document).

“Staff” means all persons employed by the Supplier to perform its obligations under this Contract together with the Supplier’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under this Contract.

“Sub-Contract” means any contract or agreement, or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier:

- (a) the Services or any part of the Services; or
- (b) the facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.
- (c) The Goods or any part of the Goods

“Sub-Contractor” means the third parties that enter into a Sub-Contract with the Supplier.

“Supplier” means the person, firm or company with whom the Council enters into the Contract including the Supplier’s agents and Suppliers, including each Sub-Contractor.

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

2. Interpretation

2.1 The interpretation and construction of the terms and conditions shall be subject to the following provisions:

- a) References to gender shall be taken to include both feminine and masculine gender.
- b) References to words in the singular can include the plural and vice-versa.
- c) References to individuals shall be treated as including the organisation they represent.
- d) References to Clauses, Conditions, Paragraphs and Schedules are references to the conditions, paragraphs and schedules of this Contract.
- e) Clause headings are for ease of reference only and shall not affect the construction of this Contract.
- f) Reference to any enactment order, regulation or other similar instrument shall be construed (subject to the provisions of this Contract) as a reference to an enactment, order, regulation or instrument for the time being in force, or as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

3. The Price and Payment

- 3.1 The Price shall be as specified in the Pricing Schedule (Part 5 of the RFQ Document).
- 3.2 The Price is exclusive of VAT which shall be payable by the Council at the rate prevailing at the date of this Contract.
- 3.3 Payment of the Price and VAT shall be made by the Council within 30 days of receipt by the Council of a valid invoice and in accordance with the provisions set out in the Pricing Schedule (Part 5 of the RFQ Document).
- 3.4 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services and/or Goods supplied and that it is supported by any other documentation reasonably required by the Council to substantiate the invoice.
- 3.5 Where the Supplier enters into a sub-contract with a supplier or Sub-Contractor for the purposes of performing its obligations under this Contract, the Supplier shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 3.6 Wherever under this Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Council in respect of any breach of this Contract), the Council may unilaterally deduct that sum from any sum then due or which at any later time may become due to the Supplier under this Contract or under any other agreement or contract with the Council.
- 3.7 Interest shall be payable on the late payment of any undisputed sums of money due to either Party under this Contract such interest to be calculated at the rate of 4% over the Bank of England base rate for the time being, from the final date for payment to and including the date on which such amount is paid or discharged.

4. The Goods

The Specification

- 4.1. The Specification sets out in detail the quantity and description of the Goods.

The Standard of the Goods

- 4.2 The Supplier warrants that all Goods are of a satisfactory quality and fit for purpose, comply with all applicable published standards and meet all applicable health and safety requirements.
- 4.3 The Supplier acknowledges that the Council relies on the skill and judgment of the Supplier in the supply of the Goods and the performance of its obligations under this Contract.

Delivery of the Goods

- 4.4 The Supplier shall deliver the Goods at the time(s) and date(s) specified in the Specification or otherwise stipulated by the Council.
- 4.5 Unless otherwise stated in the Specification, where the Goods are delivered by the Supplier, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises/address of delivery. Where the Goods are collected by the Council, the point of delivery shall be when the Goods are loaded onto the Council's vehicle.
- 4.6 Except where otherwise provided in this Contract, delivery shall include the unloading, stacking or installation of the Goods by the Staff or the Supplier's suppliers or carriers at such place as the Council or the Council's duly authorised personnel shall reasonably direct.
- 4.7 Time of delivery shall be of the essence and if the Supplier fails to deliver the Goods within the time specified, the Council may release itself from any obligation to accept and pay for the Goods and/or terminate this Contract in either case without prejudice to any other rights and remedies of the Council.
- 4.8 The Council shall be under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered. If the Council elects not to accept such over-delivered Goods it shall give notice in writing to the Supplier to remove them within 5 (five) Working Days and to refund to the Council any expenses incurred by it as a result of such over-delivery (including but not limited to the costs of moving and storing the Goods), failing which the Council may dispose of such Goods and charge the Supplier for the costs of such disposal. The risk in any over-delivered Goods shall remain with the Supplier unless they are accepted by the Council.
- 4.9 The Council shall be under no obligation to accept or pay for any Goods supplied earlier than the date for delivery stated in the Specification or otherwise stipulated by the Council.
- 4.10 Unless expressly agreed to the contrary, the Council shall not be obliged to accept delivery by instalments. If, however, the Council does specify or agree to delivery by instalments, delivery of any instalment later than the date specified or agreed for its delivery shall, without prejudice to any other rights or remedies of the Council, entitle the Council to terminate the whole of any unfulfilled part of the Contract without further liability to the Council.
- 4.11 Unless otherwise agreed in writing by the Council the Price includes all delivery charges and costs.

Risk and Ownership of the Goods

- 4.12 Subject to clause 4.8, risk in the Goods shall, without prejudice to any other rights or remedies of the Council (including the Council's rights and remedies under clause 4.15 – 4.19 (Inspection, Rejection and Guarantee), pass to the Council at the time of delivery.

- 4.13 Ownership in the Goods shall, without prejudice to any other rights or remedies of the Council (including the Council's rights and remedies under clause 4.15 – 4.19 (Inspection, Rejection and Guarantee), pass to the Council at the time of delivery (or payment, if earlier).

Non-Delivery of the Goods

- 4.14 On dispatch of any consignment of the Goods the Supplier shall send the Council an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. Where the Goods, having been placed in transit, fail to be delivered to the Council on the due date for delivery, the Council may within 10 Working Days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered and may request the Supplier to deliver substitute Goods within the timescales specified by the Council or terminate this Contract in accordance with clause 4.7 (Delivery). The delivery of substitute Goods shall be delivered free of charge by the Supplier to the Council.

Inspection, Rejection and Guarantee of the Goods

- 4.15 The Council or its authorised representatives may inspect or test the Goods either complete or in the process of manufacture during normal business hours on reasonable notice at the Supplier's Premises and the Supplier shall provide all reasonable assistance in relation to any such inspection or test free of charge. No failure to make a complaint at the time of any such inspection or test and no Approval given during or after such inspection or test shall constitute a waiver by the Council of any rights or remedies in respect of the Goods and the Council reserves the right to reject the Goods in accordance with clause 4.16.
- 4.16 The Council may by written notice to the Supplier reject any of the Goods which fail to conform to a sample which has been formally approved by the Council in writing or which fails to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Council of such Goods. If the Council rejects any of the Goods pursuant to this clause the Council may (without prejudice to other rights and remedies) either:
- (a) have such Goods promptly, and in any event within 5 (five) Working Days, either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or
 - (b) treat this Contract as discharged by the Supplier's breach and obtain a refund (if payment for the Goods has already been made) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Council in obtaining other goods in replacement provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement goods.
- 4.17 The issue by the Council of a receipt note for the Goods shall not constitute any acknowledgement of the condition, quantity or nature of those Goods, or the Council's acceptance of them.
- 4.18 The Supplier hereby guarantees the Goods for the period from the date of delivery to the date eighteen 18 Months thereafter against faulty materials or workmanship. If the Council shall within such guarantee period or within twenty five 25 Working

Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any other rights and remedies which the Council may have) promptly remedy such defects (whether by repair or replacement as the Council shall elect) free of charge.

- 4.19 Any Goods rejected or returned by the Council as described in clause 4.16 shall be returned to the Supplier at the Supplier's risk and expense.

Labelling and Packaging of the Goods

- 4.20 The Goods shall be packed and marked in a proper manner and in accordance with the Council's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the contract number (or other reference number if appropriate) and the net, gross and tare weights, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.

5. Supply of Services

The Services

- 5.1 The nature and extent of the Services shall be as set out in the Specification.

Delivery of Services

- 5.2. The Supplier shall supply the Services during the Contract Period in accordance with the Council's requirements as set out in the Specification and the provisions of this Contract in consideration of the payment of the Price. The Council may inspect and examine the manner in which the Supplier supplies the Services during normal business hours on reasonable notice.
- 5.3 Where the Services cover work at any Council Premises the Supplier shall give reasonable notice to the Head or Manager of the establishment prior to commencing work and comply with any requirements of the Head or Manager in respect of minimising disruption to the establishment.
- 5.4 The Supplier shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
- 5.5 Timely supply of the Services shall be of the essence of this Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.
- 5.6 The Supplier shall provide all the Equipment necessary for the supply of the Services.
- 5.7 The Supplier shall not deliver any Equipment nor begin any work at the Premises without obtaining prior Approval of the Council.
- 5.8 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Council shall have no liability for any loss of or damage to any Equipment unless

the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Council's default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises shall remain the property of the Supplier.

- 5.9 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 5.10 The Supplier shall at the Council's written request at its own expense and as soon as reasonably practicable:
- (a) remove from the Premises any Equipment which in the reasonable opinion of the Council is either hazardous, noxious or not in accordance with this Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- 5.11 On completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

6. Contract Performance

- 6.1 The Supplier shall perform its obligations under this Contract:
- (a) with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - (b) in accordance with Good Industry Practice; and
 - (c) in compliance with all applicable Laws.
- 6.2 The Supplier shall ensure that:
- (a) the Goods conform in all respects with the Specification and, where applicable, with any sample approved by the Council;
 - (b) the Goods operate in accordance with the relevant technical specifications and correspond with the requirements of the Specification and any particulars specified in this Contract;
 - (c) the Goods conform in all respects with all applicable Laws; and
 - (d) the Goods are free from defects in design, materials and workmanship and are fit and sufficient for all the purposes for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by the Council.

7. Disruption and Business Continuity

Disruption

- 7.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Council, its employees or any other Supplier employed by the Council.
- 7.2 The Supplier shall immediately inform the Council of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under this Contract.

- 7.3 In the event of industrial action by the Staff, the Supplier shall seek the written consent of the Council to its proposals to continue to perform its obligations under this Contract.
- 7.4 If the Supplier's proposals referred to in clause 7.3 are considered insufficient or unacceptable by the Council acting reasonably, then this Contract may be terminated with immediate effect by the Council by notice in writing.

Business Continuity

- 7.5 The Supplier shall ensure that it has and is able to implement the provisions of a Disaster Recovery and Business Continuity Plan at any time in accordance with its terms in the event a Disaster occurs.
- 7.6 The Supplier shall test the Disaster Recovery and Business Continuity Plan on a regular basis (and, in any event, not less than once in every 12-month period). The Council shall be entitled to participate in such tests as it may reasonably require and shall be entitled to inspect such a plan on request.
- 7.7 Following each test, the Supplier shall send to the Council a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Council considers to be necessary as a result of those tests.
- 7.8 The Supplier shall implement the Disaster Recovery and Business Continuity Plan in the event that the Goods and/or Services are not available for more than 24 hours.

8. Cancellation and Termination

- 8.1 The Council may cancel this Contract at any time before Goods are delivered on the giving of written notice. The Supplier shall promptly repay to the Council any sums paid in respect of the Price and the Council shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 8.2 The Council may terminate any contract without cause for Services on the giving of reasonable written notice. The Council shall pay for work carried out prior to the date of termination but shall otherwise not be liable for any loss or damage whatsoever arising from such termination.
- 8.3 Where the Council terminates this Contract under clause 8.4.(a) and then makes other arrangements for the supply of Goods and/or Services, the Council may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. The Council shall take all reasonable steps to mitigate such additional expenditure. Where this Contract is terminated under clause 8.4(a), no further payments shall be payable by the Council to the Supplier (for Goods and/or Services supplied by the Supplier prior to termination and in accordance with this Contract but where the payment has yet to be made by the Council), until the Council has established the final cost of making the other arrangements envisaged under this clause.

- 8.4 The Council may terminate the contract forthwith on written notice if:
- (a) the Supplier is in breach of its obligations under this Contract and if:
 - (i) the Supplier has failed to remedy the breach within 14 days of notice from the Council specifying the breach and requiring its remedy; or
 - (ii) the breach is not in the opinion of the Council capable of remedy; or
 - (iii) the breach is a material breach of this Contract.

 - (b) where the Supplier is a company and in respect of the Supplier:
 - (i) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (ii) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
 - (iii) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
 - (iv) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
 - (v) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
 - (vi) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
 - (vii) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986.

 - (c) where the Supplier is an individual and:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
 - (ii) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy; or
 - (ii) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - (iv) the Supplier is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
 - (v) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days; or
 - (vi) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or

- (vii) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- (d) the Supplier being a partnership any of the matters referred to in 8.4(c) applies to any partner or any partner dies or the partnership is dissolved.

- 8.5 The Supplier shall notify the Council immediately if the Supplier undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (“**change of control**”). The Council may terminate this Contract by notice in writing with immediate effect upon:
- (a) being notified that a change of control has occurred; or
 - (b) where no notification has been made, the date that the Council becomes aware of the change of control

but shall not be permitted to terminate where written consent was granted by the Council prior to the change of control.

9. Indemnity and Insurance

- 9.1 Neither Party excludes or limits liability to the other Party for:
- (a) death or personal injury caused by its negligence; or
 - (b) fraud; or
 - (c) fraudulent misrepresentation; or
 - (d) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 9.2 The Supplier shall indemnify the Council and keep the Council indemnified fully against all claims, proceedings, actions, damages, costs, expenses (including the costs of legal and professional services (including legal costs on a full indemnity basis) and any other liabilities which may arise out of, or in consequence of, the supply, installation and/or commissioning of the Goods, or the late or purported supply, installation and/or commissioning of the Goods, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under this Contract, the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.
- 9.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under this Contract.
- 9.4 Without prejudice to the Council’s rights under this Contract, the Supplier shall in respect of the performance of its obligations under this Contract effect and maintain the following insurances as applicable at indemnity levels commensurate of the nature of the Goods and/or Services provided under this Contract with a reputable insurance company:
- a) public liability insurance;
 - b) employer’s liability insurance;
 - c) professional indemnity insurance;
 - d) product liability insurance; and

- e) any other insurances as may be required by law.
- 9.5 In each case, the level of insurance carried shall apply in respect of any single act or occurrence or a series of acts or occurrences arising from a single event but with no aggregate limit during any one period of cover. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of this Contract
- 9.6 Subject always to clause 9.1 in no event shall either Party be liable to the other for any:
 - (a) loss of profits, business, revenue or goodwill; and/or
 - (b) loss of savings (whether anticipated or otherwise); and/or
 - (c) indirect or consequential loss or damage.
- 9.7 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure incurred by the Council resulting from the direct breach of by the Contract by the Supplier.
- 9.8 The Supplier shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.9 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of this Contract the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.10 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Contract.

10. Property-Related Services

- 10.1 Failure by the Supplier to comply with the conditions of the Construction Industry Scheme when applicable may result in payment being withheld.
- 10.2 All fossils antiques and other objects of interest or value which may be found on the site or in excavating the same during the progress of any works shall be the property of the Council.

11. Protection of Information

Confidentiality

- 11.1 For the purposes of this Contract, "Confidential Information" shall mean (without limitation) any information whether oral, written or on electronic or optical media relating to this Contract (although not its existence), the business and affairs of the Parties and their respective clients, materials delivered by the Supplier to the Council pursuant hereto and technical and commercial data, customer account details, marketing and business plans, client lists, prices and pricing information,

commercial agreements between the Parties and between either party and a third party, information on communications, protocols and integration, data, drawings, diagrams, trade secrets, know-how, algorithms, designs and documentation (including in particular designs), all proprietary information and other intellectual property or rights thereto belonging to either Party or held by either Party under a duty of care to a third party to treat such information as confidential and any other information specifically identified by either Party as confidential.

- 11.2 The Supplier shall keep confidential all Confidential Information obtained under or in connection with this Contract and shall not divulge any Confidential Information to any third party without the written consent of the Council.
- 11.3 The provisions of this clause shall not apply to:
- (a) Any information in the public domain otherwise than by breach of the this Contract;
 - (b) Information obtained from a third party who is free to divulge the same; and
 - (c) Any information which the Parties are required to disclose pursuant to a statutory obligation or a court order.
- 11.4 The Supplier shall divulge Confidential Information only to those employees, servants or agents who are directly involved in the Contract and shall ensure that such employees, servants or agents are aware of and comply with these obligations as to confidentiality.
- 11.5 The provisions of this clause shall survive the termination or expiry of this Contract howsoever arising.

Freedom of Information Act 2000 (FOIA)

- 11.6 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 11.7 The Supplier shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within 2 (two) Working Days of receiving a Request for Information;
- (a) provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within 5 (five) Working Days (or such other period as the Council may specify) of the Council's request; and
 - (b) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- 11.8 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

11.9 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Council.

11.10 The Supplier acknowledges that the Council may acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code") be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Services in certain circumstances:

- (a) without consulting the Supplier; or
- (b) following consultation with the Supplier and having taken their views into account

provided always that where 11.10(a) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

11.11 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. For the avoidance of doubt, the Supplier shall not be obliged to retrieve or provide data or information stored and accessible by the Council but shall provide information held solely by the Supplier relating to this Contract.

Data Protection

11.12 Each Party shall for the duration of this Contract comply with the provisions of the Data Protection Act 1998, (including the Data Protection Principles set out in that Act) and any similar or analogous laws, regulatory requirements or codes of practice governing the use, storage or transmission of personal data and shall not do or permit anything to be done which might cause or otherwise result in breach of the same.

12. Prevention of Bribery

The Supplier:

12.1 shall not, and shall procure that all Staff shall not, in connection with this Contract commit a Prohibited Act;

12.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract.

12.3 The Supplier shall:

- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity

- required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
- b) within 20 Working Days of the Commencement Date, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Supplier) compliance with this clause 12 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Supplier shall provide such supporting evidence of compliance as the Council may reasonably request.
- 12.5 The Supplier shall have an anti-bribery policy (which shall be disclosed to the Council) to prevent the Supplier or Staff from committing a Prohibited Act and shall enforce it where appropriate.
- 12.6 If any breach of clause 12 is suspected or known, the Supplier shall notify the Council immediately.
- 12.7 If the Supplier notifies the Council that it suspects or knows that there may be a breach of clause 12, the Supplier must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for 6 (six) years following the expiry or termination of this Contract.
- 12.8 The Council may terminate this Contract by written notice with immediate effect if the Supplier or Staff (in all cases whether or not acting with the Supplier's knowledge) breaches clause 12.
- 12.9 Any notice of termination under clause 12.8 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Contract shall terminate.
- 12.10 Despite clause 19 (Complaints / Dispute Resolution), any dispute relating to:
- a) the interpretation of clause 12; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 12.11 Any termination under clause 12.8 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

13. Prevention of Corruption

- 13.1 The Supplier shall not offer or give, or agree to give, to the Council or any other public body or any person employed by or on behalf of the Council or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Council or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract.

- 13.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with this Contract.
- 13.3 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clauses 13.1 or 13.2, the Council may:
- (a) terminate this Contract and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or
 - (b) recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of those clauses.

14. Prevention of Fraud

- 14.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Council.
- 14.2 The Supplier shall notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 14.3 If the Supplier or its Staff commits Fraud in relation to this or any other contract with the Council, the Council may:
- (a) terminate this Contract and recover from the Supplier the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or
 - (b) recover in full from the Supplier any other loss sustained by the Council in consequence of any breach of this clause.

15. Anti-Discrimination

- 15.1 The Supplier shall not unlawfully discriminate within the meaning and scope of Equality Legislation or other any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 15.2 The Supplier shall take all reasonable steps to secure the observance of Clause 15.1 by all Staff employed in performance of this Contract.
- 15.3 The Supplier shall notify the Council forthwith in writing as soon as it becomes aware of any investigation or proceedings brought against him under Equality Legislation or other any law, enactment, order or regulation.

- 15.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Supplier's performance of this Contract being in contravention of Equality Legislation or other any law, enactment, order or regulation relating to discrimination, the Supplier shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Supplier's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Supplier and any of the Supplier's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.
- 15.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or other any law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Supplier, its agents or sub-contractors, or the Supplier's Staff, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party.
- 15.6 The Supplier must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.
- 15.7 The Supplier acknowledges that the Council may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Consultant shall provide all necessary assistance and information to the Council as may be required in relation to the performance of an impact analysis by the Council. The Supplier shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Council.

16. Environmental Requirements

- 16.1 The Supplier shall perform its obligations under this Contract in accordance with the Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

17. Health and Safety

- 17.1 The Supplier shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under this Contract.
- 17.2 While on Council Premises, the Supplier shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.

- 17.3 The Supplier shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under this Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of the Supplier's obligations under this Contract.
- 17.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Council on request.

18. Clause Redacted

19. Complaints / Dispute Resolution

- 19.1 The Supplier shall maintain an up to date, comprehensive and detailed written record of all complaints it receives regarding the Goods and/or Services which shall be available to the Council upon request from time to time and as soon as practicable or in any event within five (5) Working Days of such request by the Council. Such records shall contain all relevant details of the complaint including the following details:-
- a) the member of staff or other person to whom the complaint was made and the name and job title of that person;
 - b) the name and address (if known) of the person making the complaint and in what capacity the complaint was made;
 - c) the nature and extent of the default of which complaint was made;
 - d) the date and time of complaint; and
 - e) any action taken to remedy the complaint, and if no action is to be taken, the reasons why no action is to be taken.
- 19.2 The Council shall have the right to investigate all complaints which fall within this clause 19 and to take such steps, or require the taking of such steps by the Supplier, as it deems necessary (acting reasonably) in order to deal with the complaint. The Supplier shall promptly provide such documentation, information and assistance (including access to Staff) as the Council may reasonably require in order to enable the Council to investigate and deal with the complaint.
- 19.3 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the director (or equivalent) of each Party.
- 19.4 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

- 19.5 If the dispute cannot be resolved by the Parties pursuant to clause 19.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 19.7.
- 19.6 The obligations of the Parties under this Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and the Staff shall comply fully with the requirements of this Contract at all times.
- 19.7 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“CEDR”) or other reputable mediation body to appoint a Mediator.
 - (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR or other reputable mediation body to provide guidance on a suitable procedure.
 - (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
 - (d) Both Parties agree to co-operate fully with any Mediator appointed and to bear their own costs and one half of the fees and expenses of the Mediator unless otherwise agreed at Mediation.
 - (e) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
 - (f) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
 - (g) If the Parties fail to reach agreement in the structured negotiations within 30 working days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.
- 19.8 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20. Notices

- 20.1 Any notice to be served on either Party by the other under this Contract shall be sent by prepaid recorded delivery or registered post to the address of the relevant

Party shown at the head of this Contract or by facsimile transmission or electronic mail (provided that a confirmatory copy is at the same time despatched by recorded post) prior to 4.00 pm on any weekday except for Christmas Day, Good Friday and any statutory bank holiday. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 (two) Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

- 20.2 Each of the Parties shall give notice to the other of the change or acquisition of any address or telephone fax or e-mail address at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

21. Waiver

- 21.1 The failure by either Party to enforce at any time or for any period one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

22. Severance

- 22.1 If any provision of this Contract is declared by a court or other competent authority to be unlawful, void or unenforceable, it shall be deemed to be deleted from this Contract and shall be of no force and effect and this Contract shall remain in full force and effect as if such provision had not originally been contained in it. In the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in the place of the provision so deleted.

23. Remedies Cumulative

- 23.1 Except as otherwise expressly provided by this Contract all remedies available to either Party for breach of this Contract cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24. Third Party Rights

- 24.1 The Contracts (Rights of Third Parties) Act 1999 does not apply in relation to this Contract or any agreement, arrangement, understanding, liability or obligation under or in connection with this Contract.

25. Applicable Law

- 25.1 This Contract shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Court.

26. Counterparts

26.1 This Contract may be executed in any number of counterparts provided that it shall not become effective until each Party has executed a counterpart and exchanged it with the other.

SECTION 11 – APPENDICES

Appendix One – Explanation of Price Evaluation

Appendix Two – Evaluation Matrix showing Quality Criteria

Appendix Three – Meanings of Offences

APPENDIX ONE – EXPLANATION OF PRICE EVALUATION

Bids are scored out of a 100. These 100 points are split into two main criteria, which are quality and price. The amount of points available from the price and quality criteria is determined by the importance of these criteria to the goods, services or works being purchased and is dependent on the risk and value of the contract to be awarded.

Usual Price Evaluation Method

In the example below price accounts for 40 points and therefore the quality aspect will be marked out of the remaining 60 points.

The maximum price score is given to the lowest submitted price (taking into account all of the costs submitted in the tender, further explanation regarding the pricing schedule may be needed e.g. if a complex whole life costing model is used), in this example this is 40. Scores, in relation to price, are given to the other tenders based on their relative position to the lowest priced bid. Scores are rounded to 1 decimal point.

Calculation: $[1 - ((\text{Bidder X's price} - \text{Lowest Price}) \div (\text{Lowest Price}))] \times \text{Price Points}$

Bidder	Price	Calculation	Points
1	£125,000	$[1 - ((£125,000 - £100,000) \div (£100,000))] \times 40$	30
2	£185,000	$[1 - ((£185,000 - £100,000) \div (£100,000))] \times 40$	6
3	£100,000	$[1 - ((£100,000 - £100,000) \div (£100,000))] \times 40$	40
4	£150,000	$[1 - ((£150,000 - £100,000) \div (£100,000))] \times 40$	20
5	£225,000	$[1 - ((£225,000 - £100,000) \div (£100,000))] \times 40$	0*

Step by Step Guide (Bidder 1's Price):

Subtract the lowest price from Bidder 1's price e.g. $£125,000 - £100,000 = £25,000$; this gives the difference between the lowest price and Bidder 1's price.

Divide the difference between the lowest price and Bidder 1's price by the lowest price e.g. $£25,000 \div £100,000 = 0.25$; this shows the percentage difference between the lowest price and Bidder 1's price.

Take this difference away from 1. $1 - 0.25 = 0.75$; this gives the percentage of the marks that Bidder 1 will receive (75%). As Bidder 1 is 25% more expensive than the lowest price they should get 25% less marks.

The final stage allocated the points that bidder 1 will earn. $0.75 \times 40 = 30$, to put it another way 75% of 40 is 30.

*If a bid is more than twice the amount of the lowest price the equation will produce a negative number, in this case the bids score 0 points.

The winning tender is the one which scores the greatest overall mark once the Price and Quality scores have been combined. In this model the lowest price is clearly favoured as maximum marks are awarded to it. Therefore if quality is important to the tender then minimum quality thresholds should be set.

Alternative Price Evaluation Methods in the event of a Zero Bid

Where a zero bid (£0.00) is received it will be more appropriate to use an alternative pricing evaluation method as the method above will skew the price scores. This is because all other prices will be scored as 0 (zero) points as they will be more than twice the price of the zero bid, i.e. $2 \times 0 = 0$.

In these instances, one of the following methods will be applied.

- CIPFA Method – this method uses the mean price for the base calculation, i.e. the mean value of all the prices will equate to half of the points allocation.
- Recalibrated Scale – this method allocates scores on a sliding scale.

Where an alternative methodology is used Suppliers will be updated within their feedback to show both methods of price scoring.

Worked example of CIPFA Method where price accounts for 40 points

Price scores are calculated by identifying the mean value from amongst the prices submitted by tenderers. The mean value will be given half of the marks available, i.e. 20 marks. For every 2% a tenderer's price is higher or lower than the mean, 1 point will be subtracted or added accordingly.

Calculation: $(\text{Mean value} - \text{Supplier X Price}) \div (\text{Mean Value} \times 1\%) \times (\text{Price Points} \times 2\%) + \text{Mean Price Points}$

Supplier	Price	Calculation	Points
1	£125,000	$(£157,000 - £125,000) \div (£157,000 \times 1\%) \times (40 \times 2\%) + 20$	28
2	£185,000	$(£157,000 - £185,000) \div (£157,000 \times 1\%) \times (40 \times 2\%) + 20$	13
3	£100,000	$(£157,000 - £100,000) \div (£157,000 \times 1\%) \times (40 \times 2\%) + 20$	35
4	£150,000	$(£157,000 - £150,000) \div (£157,000 \times 1\%) \times (40 \times 2\%) + 20$	22
5	£225,000	$(£157,000 - £225,000) \div (£157,000 \times 1\%) \times (40 \times 2\%) + 20$	3

Or shown another way

Supplier	1	2	3	4	5
Price tendered	£125,000	£185,000	£100,000	£150,000	£225,000
% Difference from Mean	20%	-18%	36%	4%	-43%
Price Points difference from Mean	8	-7	15	2	-17
Price Score	28	13	35	22	3
Mean Value	£157,000				
Mean Price Points	20				

APPENDIX TWO – EVALUATION MATRIX SHOWING QUALITY CRITERIA

How the scoring is calculated

1. There will be three evaluators that will evaluate the tender responses that have been submitted.
2. Each evaluator will score each individual question submitted from each bid on a scale of 1 – 4 according to the criteria as set out in the table in paragraph 5.19, in Section 1 on page 8.
3. The score for each question is then averaged across the four evaluators, to give an average score.
4. This average score is divided by the maximum score (4) and then it is multiplied by the maximum weighting (%) number.
5. This will then give the total weighted score for each question.
6. All of these weighted scores are then totalled together, to give a Total Weighted Score.

An example can be seen in the table below:

Question Number	Methodology Statement	Weighting (%)	Supplier 1			Average Score	Weighted Score
			Evaluator 1	Evaluator 2	Evaluator 3		
1	3 Examples	5	1	1	1	1	1.25
2	ROI	4	2	2	2	2	2
3	Channel Shift	4	3	3	3	3	3
4	Timeline	4	4	4	4	4	4
5	Personnel	4					
6	Adapting to digital landscape	4					
7	Contingency Planning	5					
8	Response times	5					
9	Out of Office	5					
10	Uptime	5					
11	Requirements	0					
12	Shared Services	5					
13	Customisation	5					
	Lot 1 - Desirable Elements	5					
	Lot 2 - Desirable Elements						
Total Score							10.25

APPENDIX THREE – MEANINGS OF OFFENCES

Glossary of meanings in relation to offences as described in Part B – Financial & Professional Standing

Conspiracy - within the meaning of Section 1 of the Criminal Law Act 1977 (where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of the Council Joint Action 98/733.JHA.

Corruption - within the meaning of Section 1 of the Public Bodies Corrupt Practices Act 1889, Section 1 of the Prevention of Corruption Act 1906; corruption as defined in Article 3 of the Council Act of 26 May 1997 and Article 3(1) of Council Joint Action 98.742/JHA.

Bribery as defined by the Bribery Act 2010

Fraud - where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:

Fraud or theft - within the meaning of the Theft Act 1968 and the Theft Act 1978

Fraudulent trading - within the meaning of Section 458 of the Companies Act 1985

Defrauding HM Revenue & Customs - within the meaning of the Customs & Excise Management Act 1979 and the Value Added Tax Act 1994

An offence in connection with taxation in the European community - within the meaning of section 71 of the Criminal Justice Act 1968

Destroying defacing or concealing of documents or procuring the extension of a valuable security - within the meaning of Section 20 of the Theft Act 1968

Money laundering - within the meaning of the Money Laundering Regulations 2003 and as defined in Article 1 of Council Directive 91.308.EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering

Any other offence - within the meaning of Article 45(1) of the Public Sector Directive